Dokumenty dot. nabycia Medyki przez J. B. Pawlikowskiego (1808) i zarządzania majątkiem przez Pawlikowskich

1805-1861

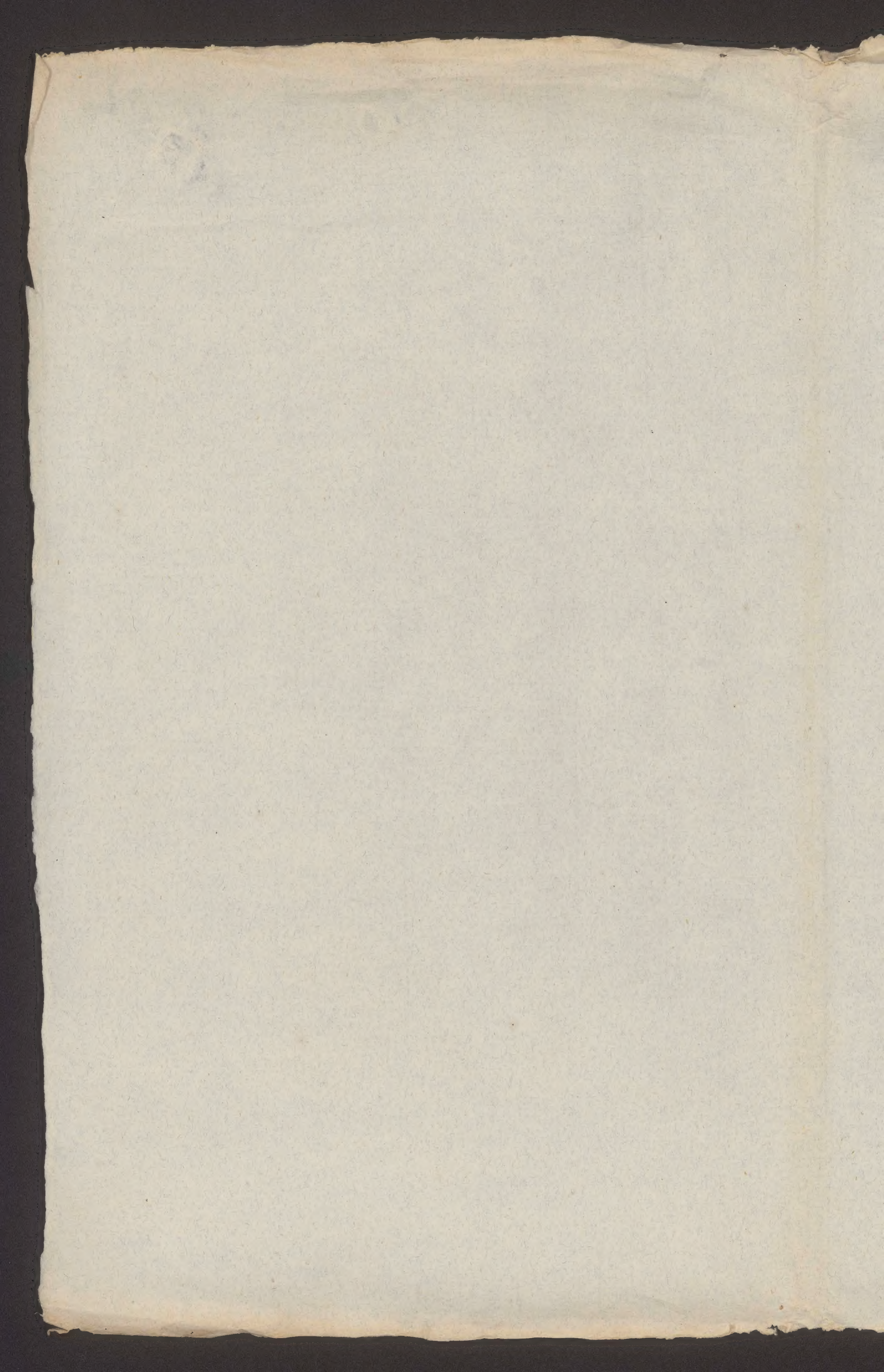
I
3

wł: akta historyczne
uprzednio wypożyczono do mikrofilmu
osobno

Dokumenta Medyki.
od r. 1809. (Kupno)

– 1

Medyka
1805 – 1854



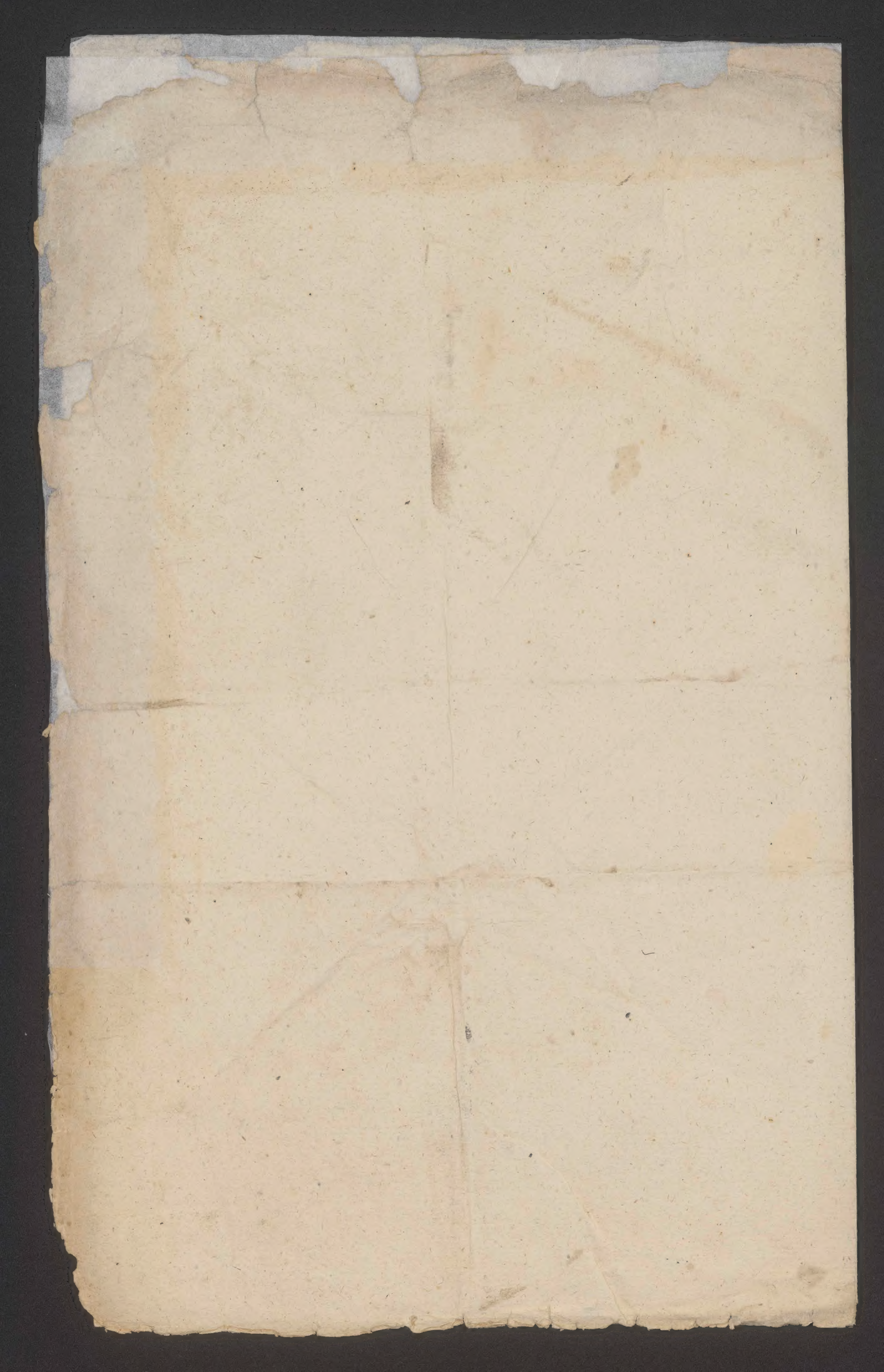
Infra scriptus meo meorumque posterorum nomine sive denique subscriptorum testium et ab illis Successorum recognosco quia Ego Summam Centum Millium fl. respective Viginti quinque Millium florenorum dico fl. 100,000 fl. seu 25000 fl. ex Judiciali Deposito Leopoliensi R. Fori Nobilium respective ex pecuniis Massae pupillaris post olim Josephum Rzeczycki relictae Pupillae Dnae Catharinae Angelae Mariannae trinominis Rzeczycka propriis, ad usuras annuas per 5/100 ab actu levationis pendendas in Schedulis Bancalibus Viennensibus levavi, una me obligo Summam Capitalem erga quamvis trimestralem cursationem, usuras autem quovis decursivo Anno liquidandas per 5/100 ad Officium Depositorum comportaturum et quidem in iisdem [illegible]tibus Schedulis Bancalibus, Securitatem vero tam Summae Capitalis quam usurarum super bonis meis terrestribus Oppidi Medica et Attinentiis Chodyny, Torki ac Rozdziać Haer. 17. pag. 69. Cum Haer. 127. p. 63. specialiter inscribo super quibus tale Instrumentum etiam intabulari permitto. — Datum Leopoli die 7. Decembris 1805. Anno
Vincentius Głogowski L.S. qua praesens testis Ignatius de Widetz [illegible] Qua impetratus ex terminis amicus et praesens tabularis testis subscribo Vincentius Sendkiewicz L.S.
Relatum ad intabulandum Leopoli die 29. Januarij 1806 Anno

Inst. 41. p. 100. Intab. 597. praes. 7. Febr. 806.

[illegible] po 20 [illegible] 168972 f.







testament Wincentego Głogowskiego 3

Ja niżey podpisany Wincenty Głogowski S. P. Antoniego Głogowskiego y Ludwiki Dulski Syn, zaś S. P. Samuela Głogowskiego y Zofii Korsadowskiey Wnuk czynię ten testament czyli ostatniey woli moiey rozporządzenie —

1. Mam dwoch Synow z nieboszczką żoną moią Urszulą Jabłonowską spłodzonych, ktorych uniwersalnemi całego maiątku mego, tak podług prawa natury jakoteż y własney moiey woli stanowię Sukcessorami — ci Synowie moi nazywaią się Stanisław y Ludwik —

2. Opieka dzieci moich podług prawa natury powinna by przypadać na Sukcessorow Jędrzeia Głogowskiego Stryia moiego — ale z przyczyn mi wiadomych, tychże Sukcessorow Jędrzeia Głogowskiego to iest W. Antoniego Głogowskiego y W. Franciszka Głogowskiego od Opieki oddalam y proszę Sądu żeby w żaden sposob do Opieki przypuszczeni niebyli — ale maiąc Charakter Światło y stałe do osoby moiey przywiązenie W. Ignacego Głogowskiego WW. Franciszka Głogowskiego y Barbary z Zaptatyńskich Syna, tegoż W. Ignacego Głogowskiego Opiekunem dzieci moich stanowię, y remuneracyi roczney Zł. pol. sześć tysięcy oprocz expensy nadgrodzenia naznaczam —

3. Obowiązki na Opiekuna wkładam następuiące — mobilia wszystkie maią bydź przez licytacyę sprzedane — Dobra wszystkie przez licytacyę puszczone w Arędę — Synowie moi dopoty działić się dobrami niemaią dopuki lat 24 obydwa nieskończą — Datt w Szarach d. 15. 9bris 1806 Roku — Ta iest wola moia ostatnia, y na to się Ręką moią własną podpisuię, y pieczęć moią przyciskam — Wincenty Głogowski (L. S.).

11950

16838

B

Copia Tabularis

obciąż. hip. Medyki

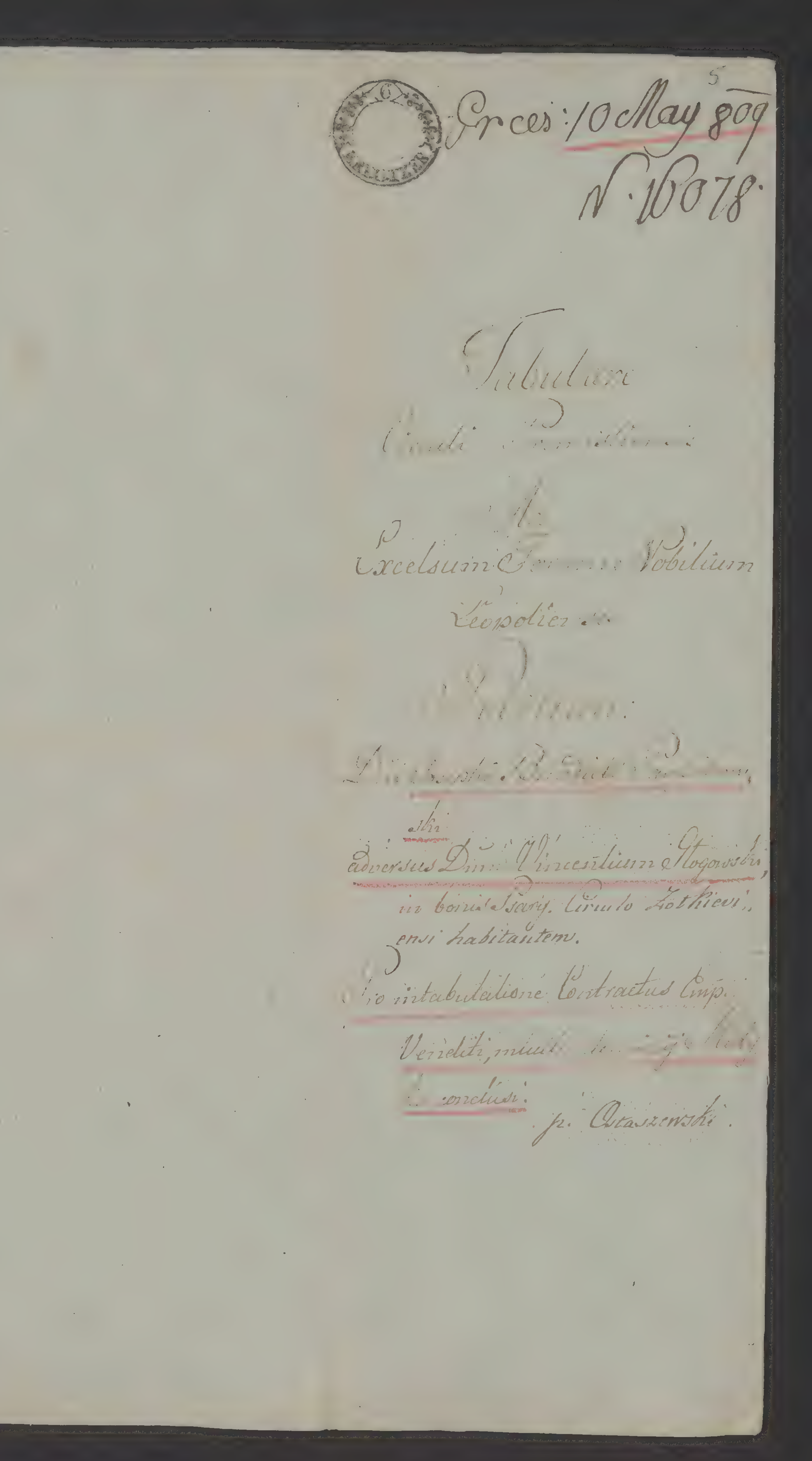
4

Ex Libro Instr 40. p. 377. Haer. 127. p. 64 n. 35. on. ut Men. Exh. tab. 7219. pro 29. 9bri 808.

Infrascriptus meo, meorumq Posterum Nomine sine damno Subscriptorum testium et ab illis Successorum, recognosco Quia ego Summam 60000 fl. respective 15000 fr. Rh. ex Judiciali deposito Caes. Reg. Fori Nobilium Leopoliensis ex Pecuniis Massae Pupillaris post olim Josephum Rzeczycki relictae Pupillae Dnae Catharinae Angelae Mariannae trinominis Rzeczycka proprie ad usuras annuas per 5/100 ab actu levationis pendendas in Schedulis Bancalibus Viennensibus levavi, Una me obligo Summam Capitalem erga quamvis trimestralem Avisationem usuras vero quovis decurso Anno liquidandas per 5/100 ad officium depositorum comportaturum et quidem in similibus Schedulis Bancalibus, Securitatem Autem tam Capitalis Summae quam usurarum super Bonis Tractus Medyka et attinentiis Szechynie, Torki et Chodnowicz Haer. 17 p. 64. tum. Haer. 125. pag. 63 Specialiter inscribo. Super quibus tale Instrumentum etiam intabulari permitto. Datum in Szecy[?] 7. 8bris 808. Vincentius Grygowski. Testis Vincentius Serednicwicz. Testis Joannes Stanowski.
Ked[?] 7. 9bris 1808. Tiller. ——

na to tylko 30000 fl wzięte

a.



Praes: 10 May 809
N. 16078

Tabulari
[illegible]

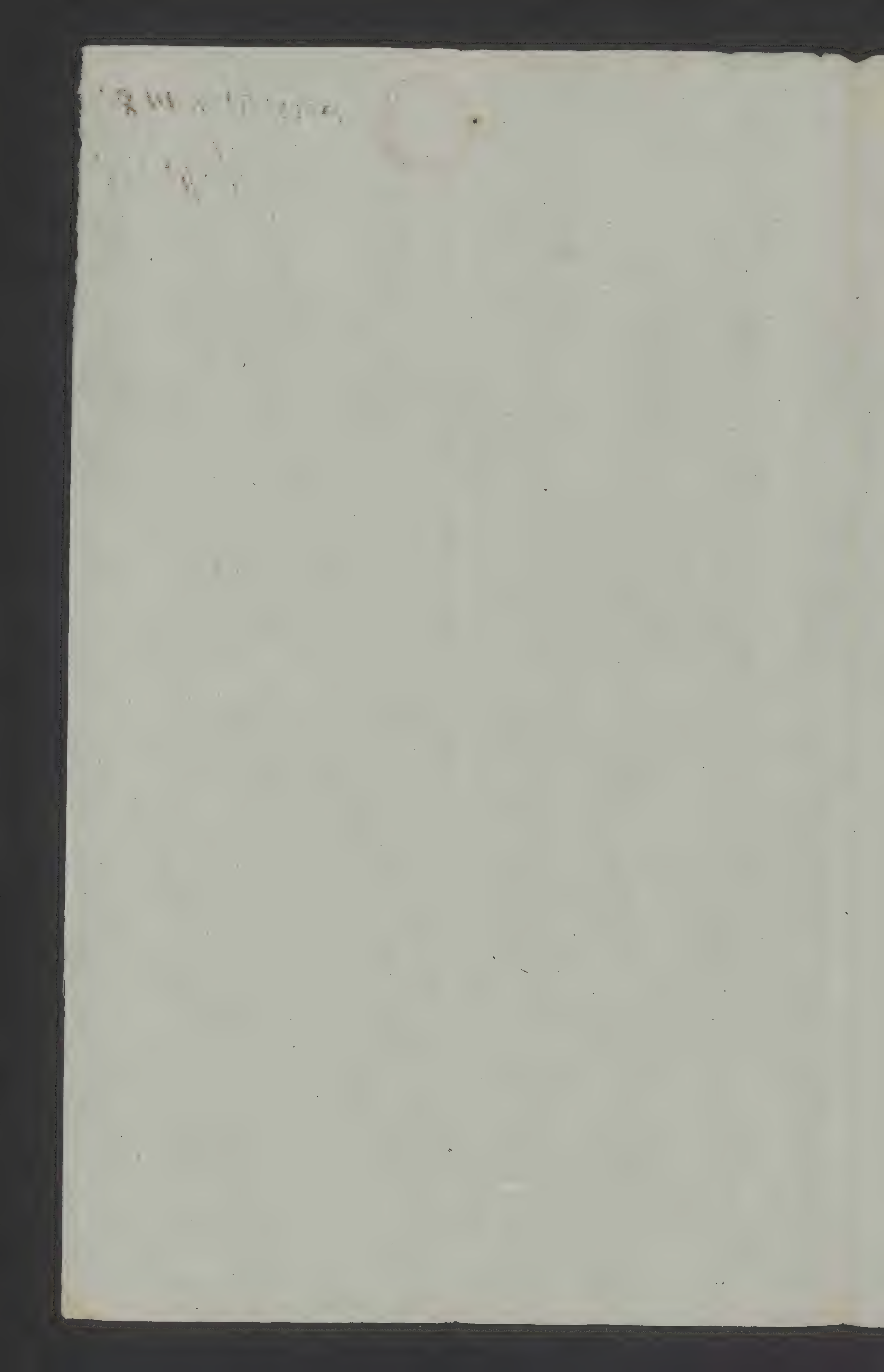
Ad
Excelsum [illegible] Nobilium
Leopolien.

Petitum
[illegible]

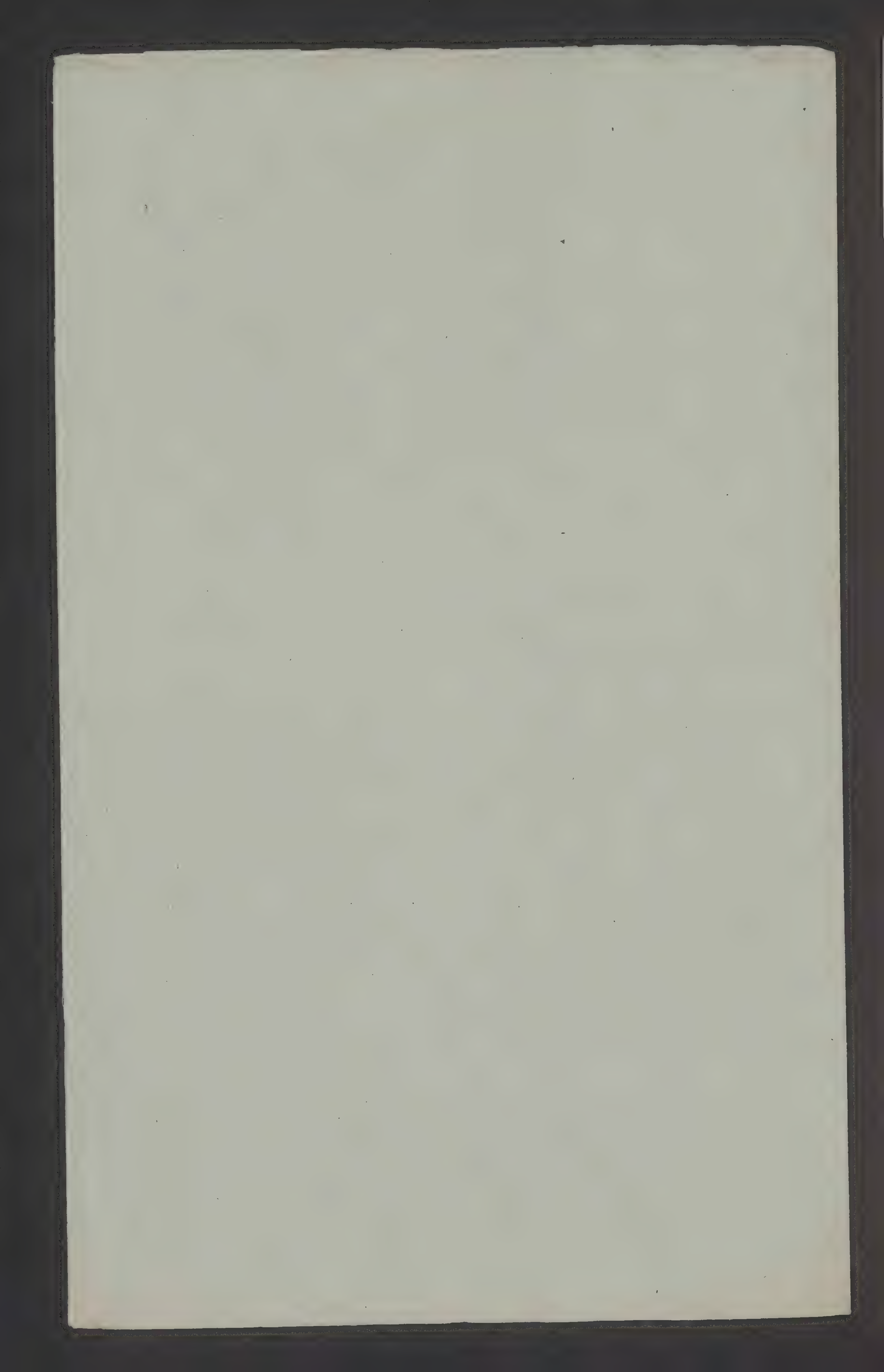
adversus Dnum Vincentium Stogowski, in bonis Psary, Circulo Zolkieviensi habitantem.

Pro intabulatione Contractus Emp. Venditi, [illegible] conclusi.

p. Ostaszewski.







N. 32262. Praes. 21. Novembris 809.

Dnus Vincentius Głogowski contra Dnum Josephum Benedictum Pawlikowski petit Summam 11,000 fl. hollandicorum ponderosorum titulo restantis pretii debitam in Statu Passivo Tractus Bonorum Medyka Hær. 127. Pag. 84. intabulari et exponi cum Provisione per Viditz.

Tabula Regia Punctum secundum contractus empti venditi Bonorum Medyka de praecedenti intabulati sub A. producti in Statu Passivo eorundem Bonorum cum attinentiis inscribat, et intabulet, atque ex eo, Summam 11,000 fl. titulo restantis pretii obvenientem, in Columna Onerum pro re Supplicantis exponat. Decretum in Consilio C. R. Fori Nobilium. Leopoli die 11. Decembris 1809.

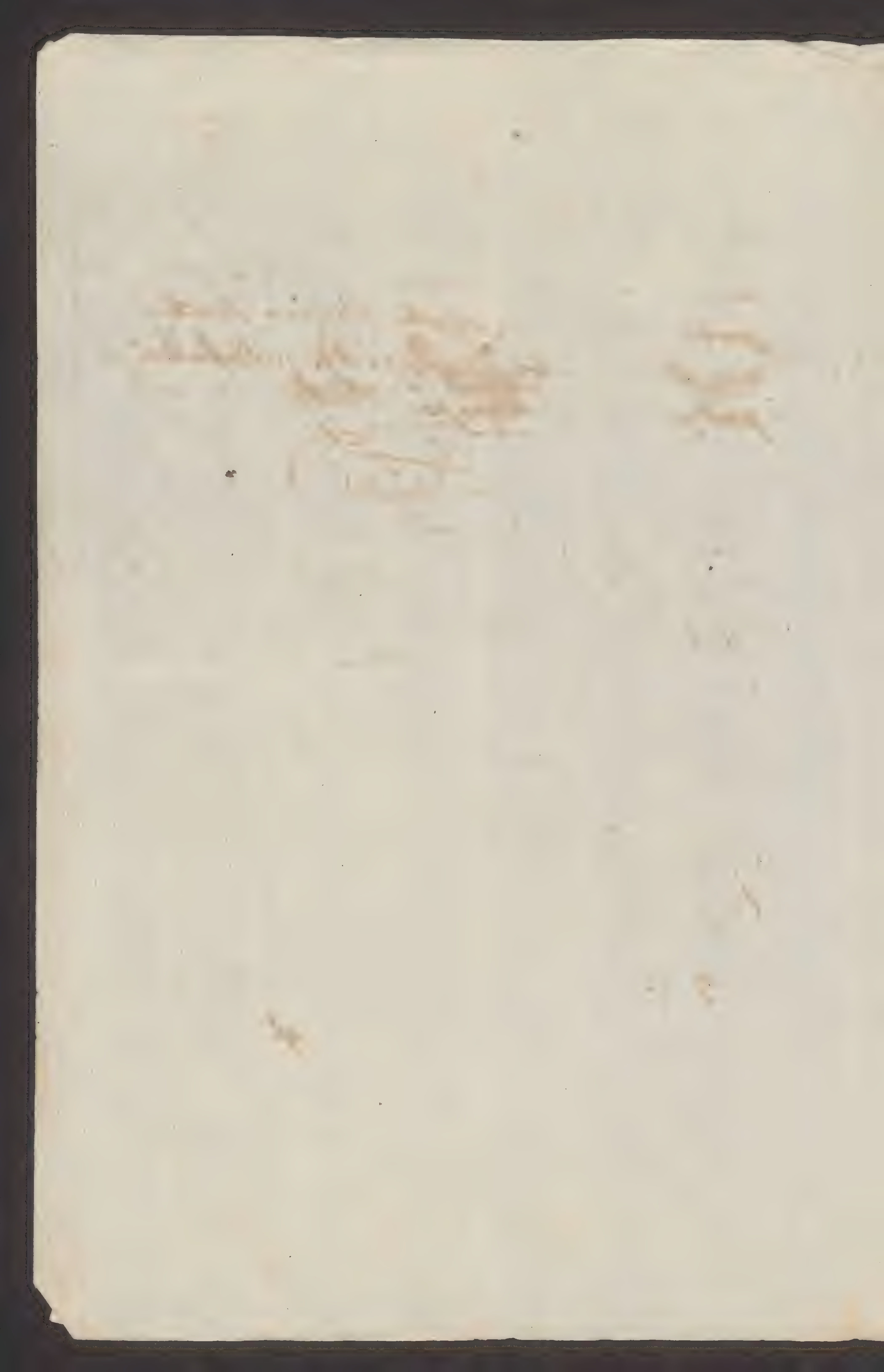
29 Mr

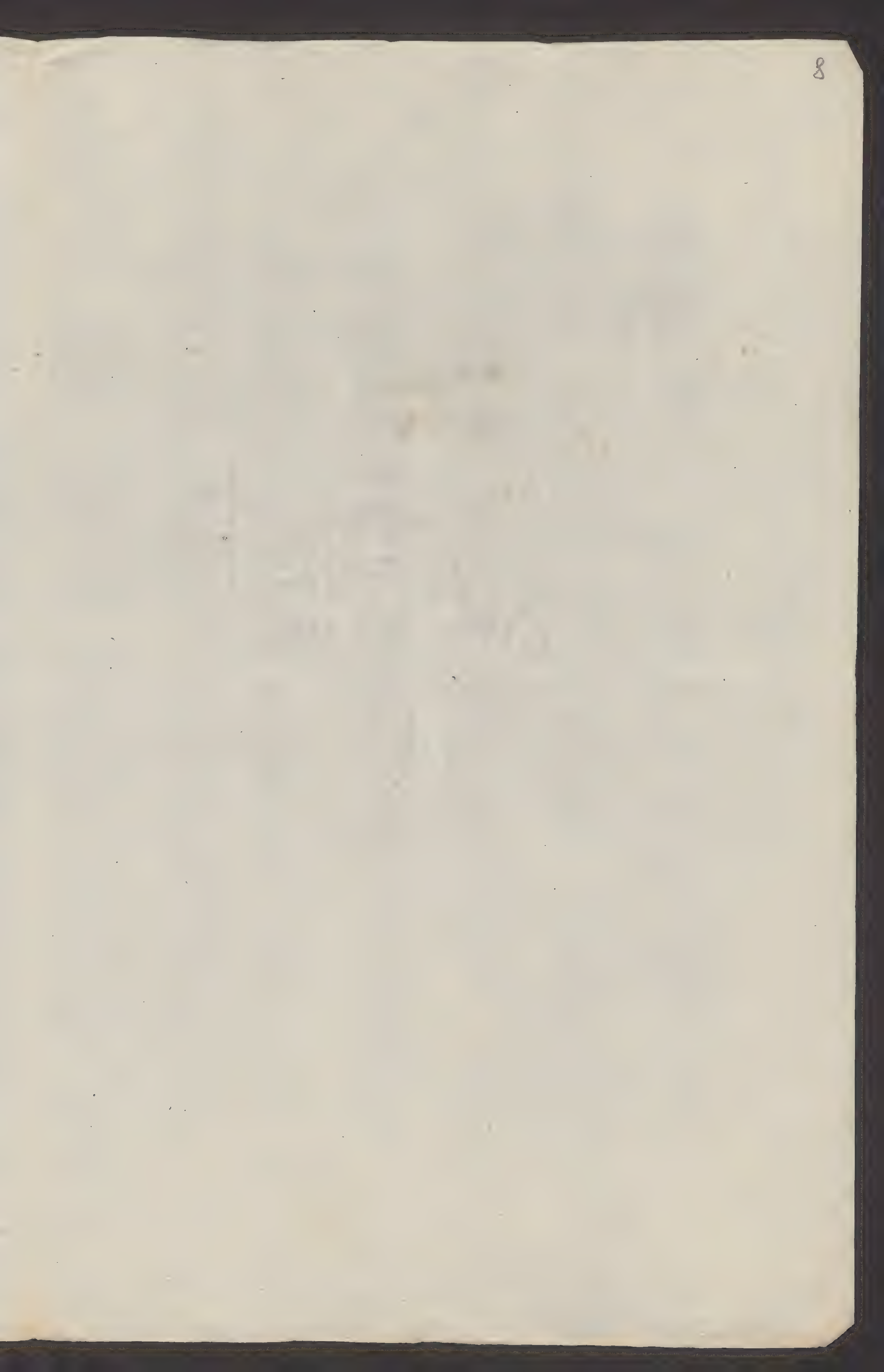
3. Januar. 810
No 5.
Solvunt leges scripta Viales
Jaworski

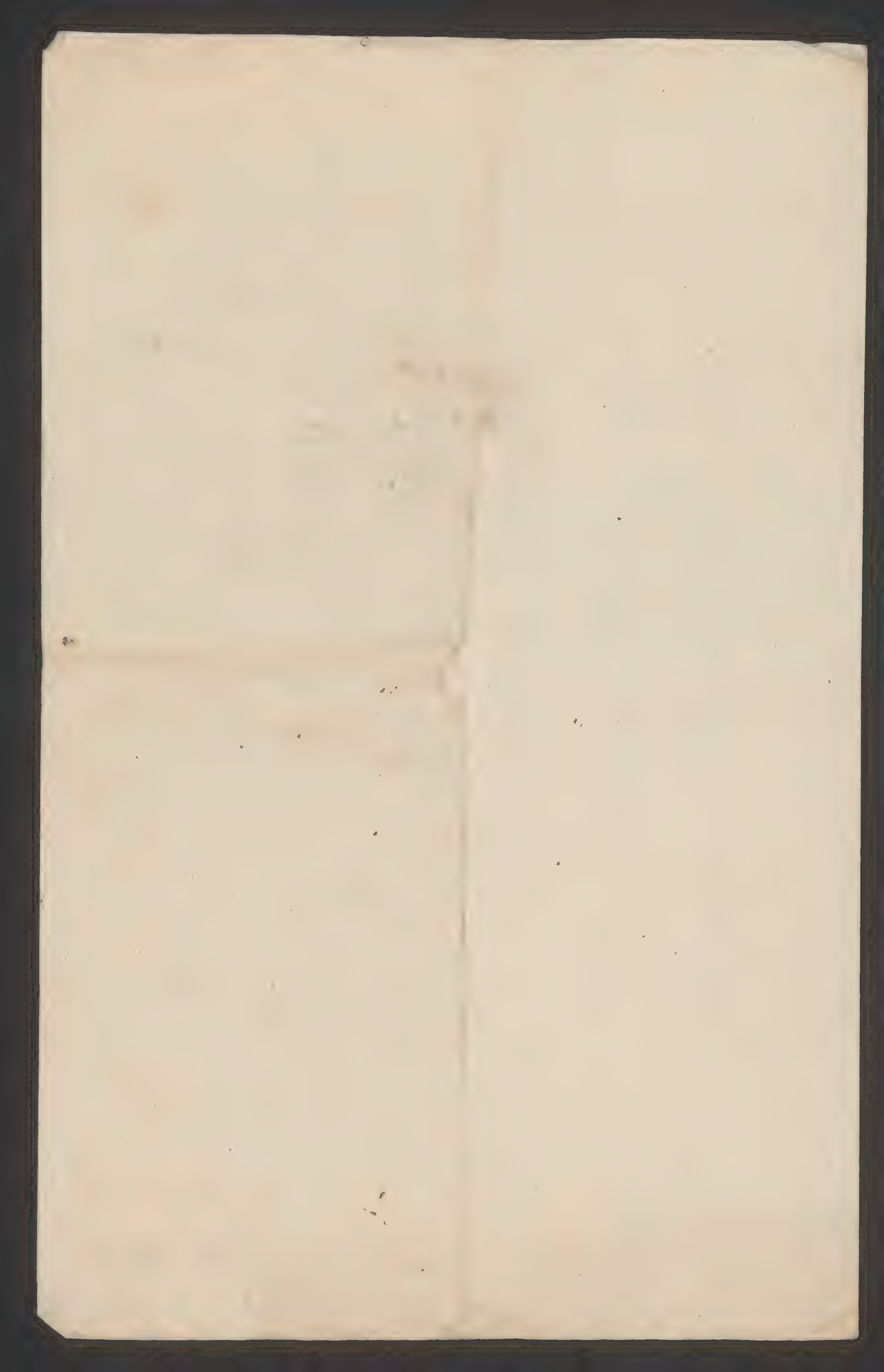
Dnō Josepho Pawlikowski in Medyka

Coll.

Cum Jaworski

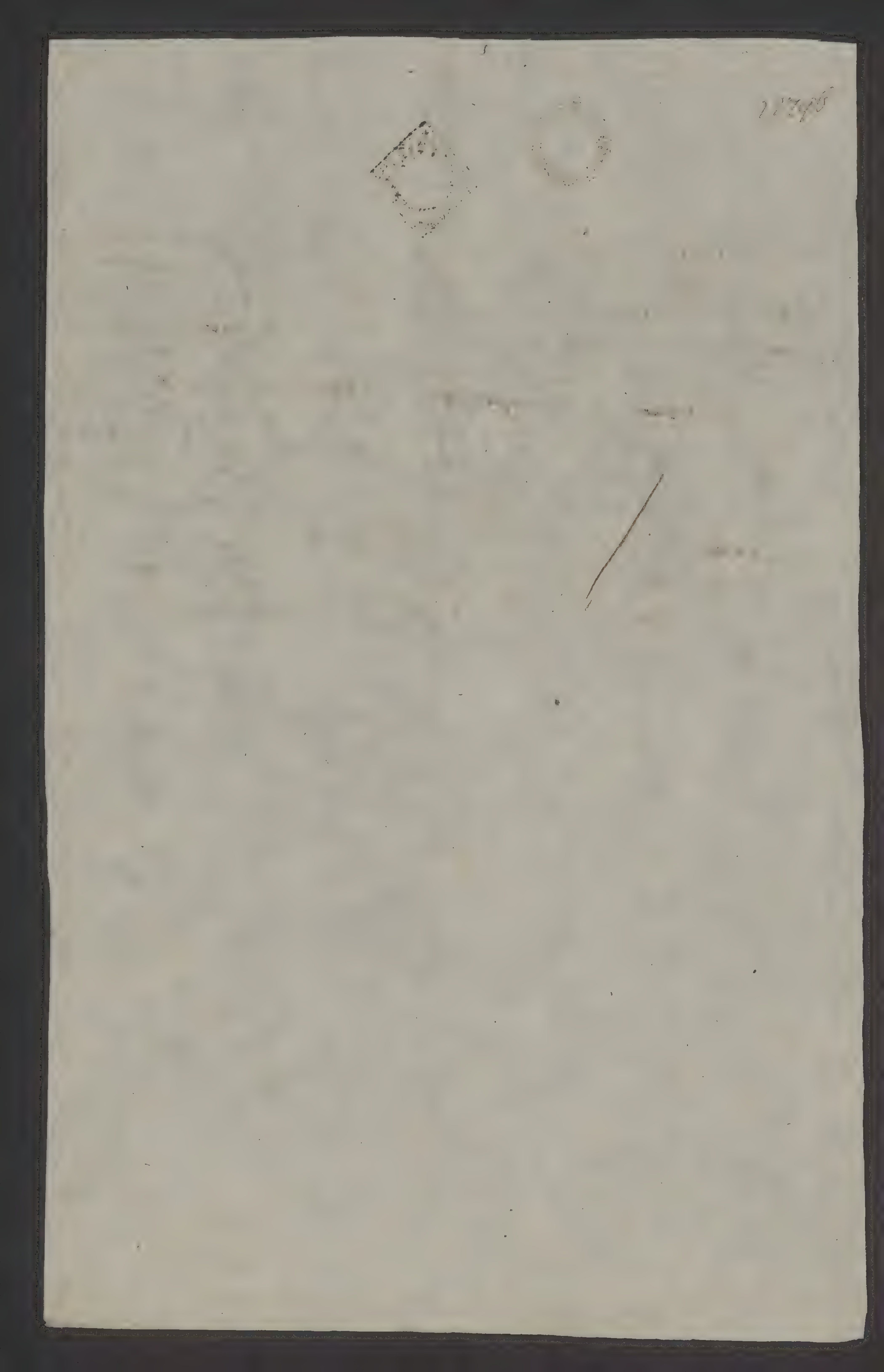






9

Plenipotentiae vigore cuius infrascriptus meo successo-
rumque meorum nomine in plenum verum et indubitatum
Illustrem Dominum Laurentium Kremzienieckÿ advocatum [illegible] eligo et in-
stituo, cum facultate omnes meas causas in quovis iudicio
fuendi, movendi, et ad decisionem iuris [illegible] perdu-
cendi, dilationes et prorogationes petendi et in petita recu-
sandi, iuramenta offerendi, de- et referendi, [illegible]
acceptandi, documenta in- et extradendi, alios in locum
suum substituendi — et cuncta alia quae pro iuris exigen-
tia necessaria visa fuerint peragendi cum clausula
[illegible] promittendaque indemnitate — Datum [illegible] die 20.
[illegible] — Josephus Sawilowski — in locum mei [illegible]
Illustrem D. [illegible] — Kremzieniec — acceptans [illegible]



N 6536 praes: 26 Februar 810

Josephus Benedictus Pawlikowski in Medyka Circulo Premy-
sliensi habitans ad Bona Medyka cum attinentiis in Circulo
Premysliensi sita se medio Camerarii Wojcicki intromitti
petit. –

B.

Petitae Intromissioni nihil obstat etenim Contractus
empti venditi inter Vincentium Głogowski proprietarium
et Venditorem Bonorum Medyka Zahinie Forki et
Bodziace cum attinentiis atque Josephum Benedictum
Pawlikowski qua Emptorem initus jam intabulatus
in originali producitur, Porro per productum sub B.
resolutionem ad Num 32884. super imissis reversalibus Vin-
centii Głogowski in Copia authentica docetur de subsecuta
intabulatione praefati empti venditi Contractus mox di=
ctum Vincentium Głogowski informatum esse – Denique ex
allegato sub C. Extractu tabulari memoratorum Bono-
rum Conspiciatur Contra Intabulationem nullam provo=
cationem ex parte vendentis factam fuisse imo nec pos-
sessione tabulari alicujus tertii Bona haec onerata
esse – proinde adcludendo petitum cum allegatis manda-
tur.

20 Marz

Ingrossirt den 21 Marz 810 sc. Manugiewicz
per Mathius

Manugiewicz

1790

tur D. Camerario Premysliensi Wojcinsky ut condescenden-
do ad Bona medyka Praliniae Porti, et Bozdriag Josephum
Benedictum Pawlikowsky Emptorem ad eadem Bona
cum attinentiis innotescitis prævie Collimitaneis tum Paro-
chis jure Dominii directi et utilis solito modo intromittat
et assumptum actum intromissionis reacludendo communicatum
hocsum intra 30. dies submittat. De quo tam Supplicans per
Advocatum maneghieviy quam Vincentius Gtogowsky venditor
medio Camerarii erga reversales hic imittendas informan-
tur. Decretum in Consilio C. R. Nobilium Leopoliensi
Fori. Leopoli die 12 martii 810 [signature]

fenden,
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Tabul: Circ: Oszamp: Excelum Judicium 12

ad

ECh. L. v. L.

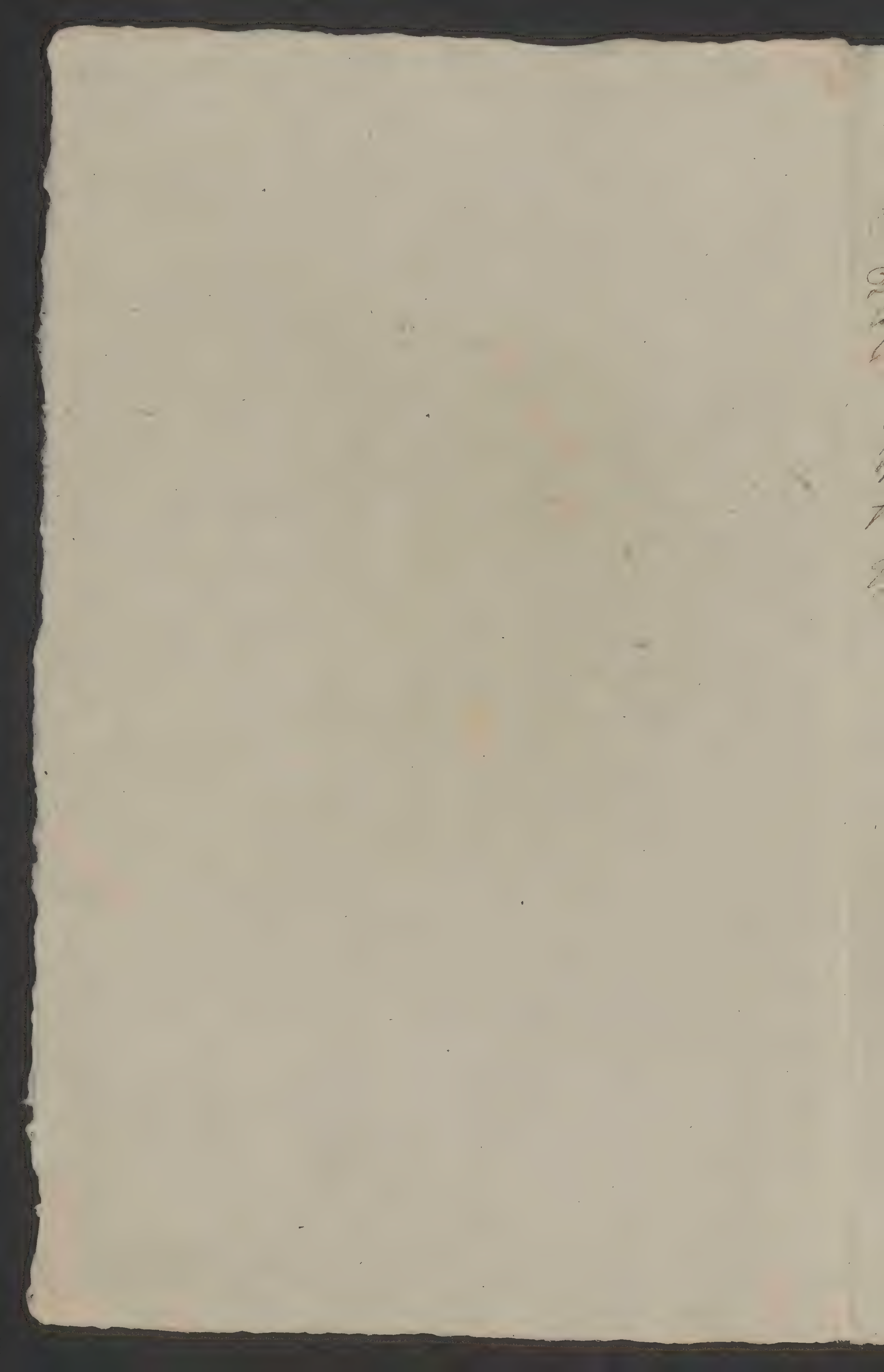
D. Josephus Benedictus Pawli kowski in Miedzka Circ: Oszampli habitans —

Obligationem D. Vincenti Glazowski medio Contractus empti Venditi bonorum Miedzka de 9. Mai 809 ini; onera A. et ijsdem Bonis extabulandi, aut super aliis bonis transferendi, a 2. Wassercustom(?), super summa ... ibidem intabulatam, praenotari supplicant —

pd: 9. Martii 810.

Teste libro ... 127 p. 65 ... D. Vincentius Glazowski super bonis Miedzka summam residuam ... ... Dein D. Vincentius Glazowski bona ... cum ... D. Josepho Benedicto Pawlikowski medio contractus empti venditi de 9. Mai 809 ini; et de pretio ... intabulatam, ut A. resignari ... per ... obligavit se ... sua propria emptori ad ... non ... in quatuor ... annorum extabulaturum aut ad alia bona transferendum — ... obligationi D. Josephus Benedictus Pawlikowski ... ... Judicio ... supplicat ut ... D. Vincentii Glazowski praemissam ... obligationem super summa ... intabulata ... loco ... expedito intabulata ... supplicantis praenotari ... — De ... D. Vincentium Glazowski in ... Circ: ... habitante

Officio ad ...



Tabul: Circ: Przemysl.

Ad

[illegible]

D. Josephus Benedictus Pau[illegible] in Medyka Circ: Przemysl: habitans —

Quietantiam super [illegible] 3000 f per D. Vincentium Stogowski die 3. Martii A[illegible] exaratam [illegible] bona Medyka [illegible] inscribi — et summam [illegible] quietatam extabulari suppli[-]cat

Praes [illegible] Martii 810.

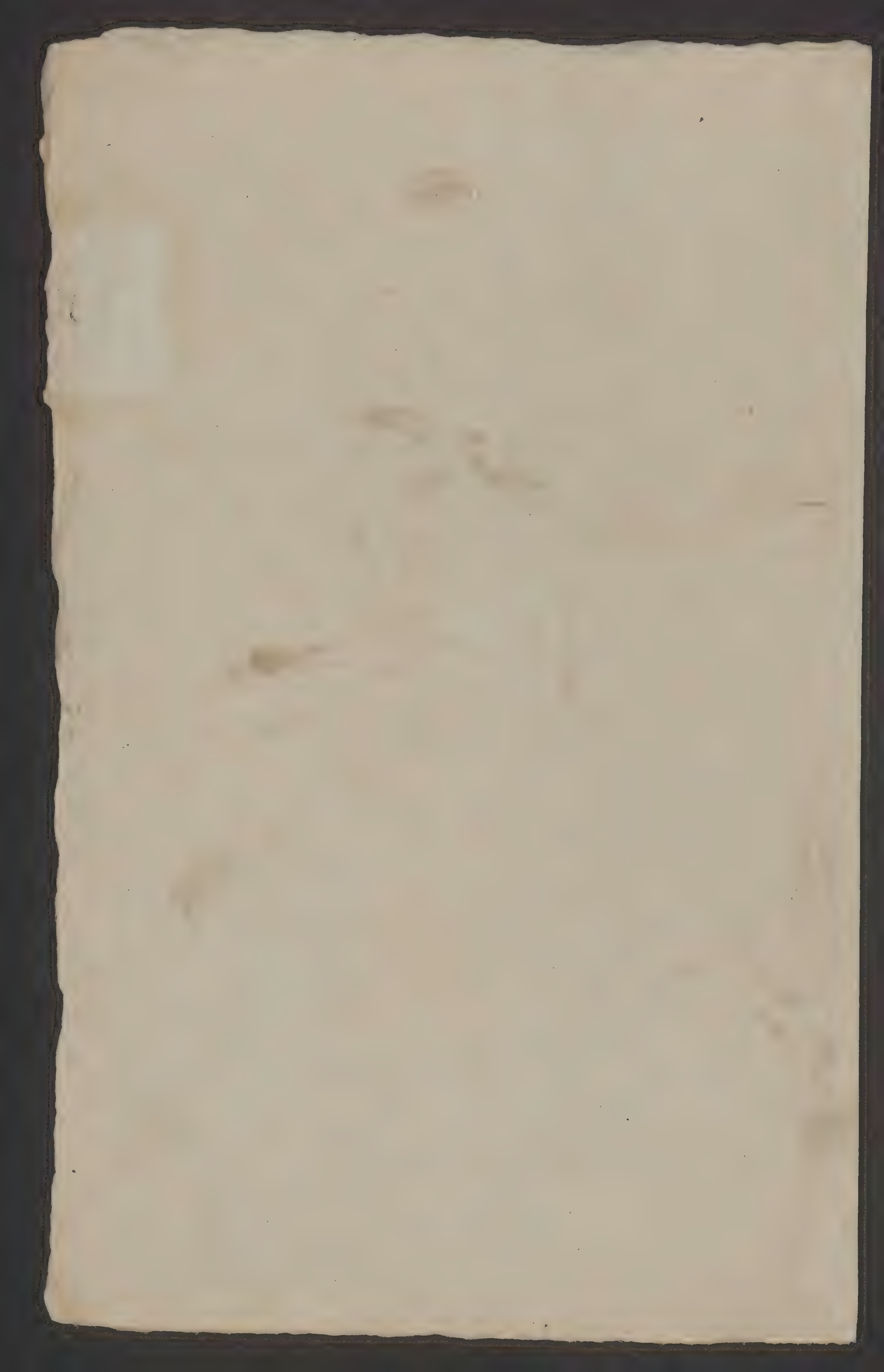
Excelsum Judicium

D. Josephus Benedictus Pau[illegible] in dom. summae [illegible] f [illegible] suis Medyka cum [illegible] in Circ: Przemysl: sitis Lib. [illegible] 177 pag. [illegible] [illegible] pro re Dilecti Stogowski assecuratae, summam 3000 f istae Quietantiae die 3. Martii A[illegible] exaratam, eidem D. Vincentio Stogowski [illegible] [illegible] ut [illegible].

Hanc Quietantiam in originali D. Josephus Benedictus Pau[illegible] [illegible], supplicat Excelso Judicio, ut [illegible] circa bona Medyka cum attinentiis in rubrica [illegible] nomine intabulatae et debito loco inscriptae summae 3000 f [illegible] de summa totali [illegible] f extabulari decernatur — erga in[-]timandum D. Vincentium Stogowski in [illegible] Circ: Brzezany habitantem —

[illegible] ad [illegible]

[illegible]



14

Nro 1872.

Per C. R. forum Nob. Leopoliense D. Ignatius Cajet. Głogowski ad praesens se ad tutelam proli= um minorennium olim Vincentii Głogowski insinuans, minorennibus olim Vincentii Głogowski liberis Stani= slao et Ludovico Głogowskie testamento nominatus tu= tor qua talis ex parte Judicii confirmatur, atque substituto Camerario Leopoliensi Dno Strach ordi= natur, ut ab eodem Dno Ignatio Głogowski spon= sionem tutoream excipiat. Datum Leopoli die 30. Januarii 811. Ign. de Rottmann. Ex Consilio Caes. Reg. Fori Nobil. Leopoliens. Schiestl.

D

Plenipotentia, vigore cujus Ego infrascriptus pupillorum post olim Vincentium Głogowski relictorum, videlicet, Stanislai & Ludovici Głogowskie testamentarius tutor, nomine horum pupillorum eligo et constituo Plenipotentem Mgrum Dnum Nicolaum Napadiewicz U. J. Doctorem et advocatum provincialem, dando Ei plenam facultatem, causas omnes massæ successionalis post olim Vincentium Głogowski relictæ promovendi, et ad debitum juris finem perducendi, massam hanc adversus prætensiones a quocunque formatas aut formandas defendendi, juramenta omnis generis ad= de= et referendi, relataque acceptandi, declarationes quasvis dandi, Documenta in= et extabulandi, omniaque agendi, quæcunque natura causarum massæ hujus exegerit, nec non alios plenipotentes in locum sui substituendi, hocque cuncta cum clausula rati, grati et indemnitatis. Datum Leopoli die 14. Martii 811. Ignat. Cajet. Głogowski tutor prolium post Vincentium Głogowski relictarum. L. S. In locum mei substituo Mgrum Adam Dobrzański — Napadiewicz — accepto substitutionem Joannes de Dobra Dobrzański.

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E

16

Praes. 18. Martii 811 ad ~~Num~~ 5746. In Successione post olim Vincentium Głogowski — 1. Ad Excelsum C. R. Forum Nobile Leopoliense. Ignatius Cajetanus Głogowski pupillorum post olim Vincentium Głogowski relictorum tutor, exhibet declarationem de adeunda cum beneficio legis et inventarii haereditate in hos pupillos post olim Vincentium Głogowski vigore testamenti dto 15. 9bris 806 in Psary conditi devoluta — per Napadiewicz

Exhibita haeredis Declaratio in actis Judicialibus afservatur petentibus in Copia extraditur — Decret. in Consilio C. R. Fori Nob. Leopolienz die 2da aprilis 811 Schirschnitz

1211 17

Ex Caesareo Regiorum Forum Nobilium Leopoliense in causa Dni Petri Comitis Kabielski qua tutoris minorennis Mariannae Angelae Catharinae Brzezynska per Advtum Steiser agentis ab una @ Dnum Josephum Benedictum Pawlikowski per Advtum Mamsiewicz defensum conventum ab altera parte puncto solutionis summae 100,000 flor. juxta scalam & quidem currentem mensis Februarii 806. vigentem super actis die 2da Novemb. a.c. consignatis judicatur: Conventum Dnum Josephum Benedictum Pawlikowski mediio, natam ipedio libelli de praes. 3a Augusti 811. ad Nrm 16301. summam centum millium flor. in fundamento chyrographi per Dnum Vincentium Stogowski die 7ma Decembris 805. exarati & quietantiae super levata ex Deposito judiciali haec summa die 24. Februarii 806. extraditae, demum in fundamento contractus empti venditi inter conventum & Dnum Vincentium Stogowski ratione Bonorum Medyka die 9na Maij 809. celebrati juxta scalam mensis Februarii 806. una cum usuris a die 24. Februarii 811. in valuta, a capitali ad [illegible] redigendo, salvis quietantiis solvere & intra 14. dies in judiciale depositum comportare teneri, levatis litis expensis.

[illegible]

Ex Consilio C. R.i Fori Nobilium Leopoliensis die [illegible] Decembris 811

[illegible]

34080



Expd. N. ... 8. 2.

A C.R. Foro Nobilium Leopoliensi

Sententia

In causa Dni Petri Comitis Zabielski c/a Dnum Josephum Benedictum Pawlikowski puncto solutionis fl. 100000 f. die 17a Decemb. 811 lata. 2 Jan.

No 24689

Szymanowicz

Ex. 9258

1872

Excelsum Judicium

A

Obloquente contractu empti venditi ratione bonorum Medyka cum attinentiis Szahinie, Torki, et Pozdziacz inter olim Vincentium Głogowski qua venditorem, et D^num Josephum Benedictum binom: Paulikowski qua emptorem die 9a Maii 859 Leopoli inito, atque super dictis bonis Lib. Hdr. 127. pag. 64. num. 9 hæred. intabulato, hicque sub A adjacente, et respective puncto ejus 2do emptor D. Josephus Benedictus Paulikowski ad rationem pretii empti venditi adhuc quotæ undecim millium aureorum hollandicorum ponderosorum ratheis ibidem stipulatis a se venditori Dno Vincentio Głogowski cum usuris per 5/100 in simili auro pendendis, solvendæ, debitor mansit.

Ad rationem hujus 11000 fl titulo residui empti venditi pretii a se venditori Dno Vincentio Głogowski debitæ quotæ emptor D. Josephus Benedictus Paulikowski die 3a Martii 870 Summam 3000 fl, die vero 4a Junii ejusdem 870 Summam 2000 fl cum usuris ab integra residua 11000 fl Summa usque ad diem 1mum Junii 870 in quota 525 fl computatis, eidem venditori Dno Vincentio Głogowski persolvit.

Ex illis itaque undecim millibus aureorum hollandicorum ponderosorum

per

per D. Josephum Benedictum Pauli-
kowski venditori suo D. Vincentio Glo-
gowski cum usuris per $\overline{100}^{5}$ in simili
auro debitis remanet adhuc quota sex
millium aureorum hollandicorum ponde-
rosorum per D. Josephum Benedictum
Paulikowski venditori suo Dno Vin-
centio Glogowski, seu, hoc vita functo,
ejus heredibus minorennibus filiis e-
jus Stanislao et Ludovico Glogowskie,
qui hereditatem post olim patrem su-
um dictum Vincentium Glogowski, vi
testamenti ejus sub B. in illos devolutam
adiverunt, ut C, cum usuris per $\overline{100}^{5}$
a die 1a Junii 810 in simili auro usque
ad effectivam ipsius capitalis solutionem
computandis, solvenda.

B.
C.

Quare dicti olim Vincentii Glogowski mi-
norennes heredes, videlicet Ludovicus,
et Stanislaus Glogowskie, in assisten-
tia tutoris sui Dni Ignatii Glogowski
Decreto tutoreo sub D allegato, muniti,
debitorem suum D. Josephum Benedic-
tum Paulikowski presenti actione con-
veniunt, Excelso Judicio supplicando, ju-
dicari, eundem D. Josephum Benedic-
tum Paulikowski pro re supplican-
tium actorum, summam sex millium
aureorum hollandicorum, ponderosorum cum
usuris per $\overline{100}^{5}$ ab eadem summa a die 1a
Junii 810 usque ad effectivam ipsius capi-
talis exsolutionem pariter in aureis num-
mis hollandicis ponderosis computandis
solvere - litesque hujus expensas suo

D

loco

locis liquidandas actoribus refundere teneri —

Caeterum, cum causa haec in Contractu A adeoque in Documento contra conventum plene probante fundata sit: hinc Excelso Judicio ex parte actorum supplicatur, causam hanc in fundamento § 397 Cod. jud. ad oralem pertractationem decretari. —
Plenipotentia sub E

Napadiewicz

E

Inspectio j: 11 9bris 82

ad Num 1683 8

Relegationi causae ad scriptum processum per Dnum adv. Mannugiewicz qua plenipotentem partis conventae petito (non obstante contradictione partis actoreae) locus datur Ex motivis: a/ quia objectum causae 100 fl. excedit, adeoque juxta §. 16 cod. jud. ad oralem processum qualificatum non est b/ quia licet jus petendi in contractu empti venditi consistat, hic contractus tamen juxta §. 397. cod. jud. oralem pertractationem constituere nequit accedit c/ quod pars conventa in oralem processum non consentit. Quare Do. Josepho Benedicto Paulikowski incumbit intra 45 dies suam exceptionem exhibere. Decret. in Cons. Caes. R. Fori Nob. Leopol. die 17 8bris 1782
p [illegible] Marungiewicz Rimer

R. 20 8bris 1782 [illegible]

Pr[illegible]: 25 aug: 812

N 16838

Fiet efformandi Processus oralis utraque pars in Die 14.° 8bris hora 10.a matutina in Judicio hoc sub Rigore § 25 [illegible] comparead sibique invicem administrent Defensionis saltim triduo ante Terminum communicet.

Decl. in C. R. [illegible] Nob. [illegible]

2.a [illegible] 812

3. 7bris

a Man

p Bapt

4 7bris 812

ad Exp: § 930.

Ad

Excelsum C. R. Forum Nobile Leopoliense

Actio oralis

D.D. Ludovici, et Stanislai Glo-gowskie fratrum minorennium, olim Vincentii Glogowski heredum, nunc assistentia eorum tutoris D. Ignatii Glo-gowski in Biary circulo Brzezanen-si domicillantis -

contra

D. Josephum Benedictum binom. Pau-likowski in bonis Medyka circulo Pre-myslensi vites habitantem -

Iuncto solutionis Sum-mae 6000 fl in aureis nummis hollandicis pon-derosis. c. s. c.

Indygeno

f Napadiewicz

Dr. Jos: Ben. Pawlikowsky

~~pro Expeditorem~~ per Dr. Io. Mangiecivicz

u



Excelsum Judicium!

Dnus Josephus Benedictus binominis Pawlikowski capta notitia, quod Dnus Vincentius Głogowski bona sua Medyka cum attinentiis in Circulo Przemysliensi sita, vendere constituerit, primis diebus mensis Maij 804. nuntiavit, quod bona illa sit cupidus emendi, et mox inventarium horumce bonorum sibi communicandum prætendebat — sed cum Dnus Vincentius Głogowski nullum inventarium authenticum, nec ullum aliud documentum realem valorem istorum bonorum comprobans, pro fundamento concertationis necessario desideratum, habere asseruisset. Dnus Pawlikowski ab intentione emendi eam recedebat — Eo tum Dnus Vincentius Głogowski ne emendi cupidum alienum faciat, eidem in continenti significavit, quod inventarium plane non sit necessarium, et in locum ejus officiosum actum detaxationis horumce bonorum in Anno 808. erectum, qui hoc

A. loco sub A. reproducitur, sibi tradidit, affirmando, quod istud instrumentum publicum optime sincerum bonorum quæstionis valorem comprobet, et de reliquo solennissime assecuravit, quod in illo actu omnes rubricæ contenta sint reales, ac nullum onus fundi celatum existat — et pro casu omnem defectum, si qualis in actu detaxationis appareret, se bonificaturum verbo honoris et sua honestate appromisit —

Dnus Pawlikowski facta sibi solenni tali assecuratione de pretio emti in fundamento detaxationis A. pro basi per utramque partem assumta, cum Dno Głogowski concertabat, et bona illa iuxta

B. contractum emti venditi die 9a Maii 804. conclusum ut B pro pretio 458068. fl. in Schedulis Bancalibus, et 26000. in nummis aureis Hollandicis ponderosis emit; Summa nummorum Aureorum ad valorem Schedularum bancalium, quemlibet per 48 fr. evaluando, prout ita partes benevole convenerunt, et prout tum primis diebus Maii etiam proxime talis circi cursus

C. mercantilis hic loci docente officioso attestato ut C, fuit, reducta, Summam 1257600. fl. in Schedulis Bancalibus efficit, adeoque pretium emti iunctim cum Summa 458068, sumptum, Summam 1715,668. fl. in Schedulis Bancalibus constituit — consequenter emptor Summam fere 10m fl. ultra valorem bonorum emptorum, qui iuxta detaxationem A. in quanto 1,705270 fl. est æstimatus, superaddidit —

Attestato D.i cum

Praemissas facti circumstantias, probat Actor articulis positiona-
libus ut D. juramento suppletorio per se explendo confirmandis
Actor adepta horum bonorum emptorum possessione post lapsum
aliquot mensium cum observasset reales proventus cum summario
detaxationis A. exacte non convenire, imo differentia notabilis in
rubricis nonnullis appositorum proventuum, et defectus in cumſ
sis oneribus fundi apparere viderentur ut in hac ambiguitate
fundatam notitiam obtineret, et de his defectibus detaxationis
pro basi emptionis adstipulatae, legaliter se convinceret, ad bona
illa officiose erga inventarii erectionem et proventuum veri-
ficationem se intromitti de praes. 26a Februarii et 8a Martii
810. apud Inclytum Judicium supplicavit conformiter hu-
jus quibus Mandatum concernenti Camerario vi resolutionum de
12a Martii a: eiusdem emanatarum datum est, ut E. F. —
qui in assistentia Commissarii Officii Circularis Przemysliens.
adscitis collateralibus, Parocho, et venditore Dno Vincentio
Głogowski bonorum Medyka cum attinentiis inventarium exa-
ctum verificatis proventibus die 4a Maii 811 officiose erexit,
ut G. et ad eadem emptorem 11a eiusdem intromisit,
ut H. —

Jam modo combinando Actum detaxationis A. per pacis-
centes pro basi ad emenda quaestionis bona assumptum,
cum Inventario G. et actu intromissionis H. sequens dif-
ferentia in proventibus, consequenter in pretio empti
prodit:

1o In Summario detaxationis A. nulla adest mentio de
decima Manipulari Vicariis Ecclesiae Przemysliensis
ex bonis Medyka praestari debita, inter onera fundi
hac decima non est adnumerata, nec aestimata, nec ex com-
putu generali proventuum detracta — nec etiam hoc onus
in Tabula super praefatis bonis docente extractu tabu-
lari ut I. adnotatum cernitur — et tamen praefata Eccle-
sia istam decimam ex universis bonis deberi demon-
strat decretum Gubernale, ut K. — cum obligationem
fundi optime vendens Vincentius Głogowski noverat
nam cum ipsemet decimam quaestionis Vicariis praestabat

probantibus

M.
N.
O.

Quare Dnus Josephus Pawlikowski pro solutione restantis pro bonis Męczka pretii Actione de praes. 25a August. a. c. ad Janu 1838. conventus ut M. haeredes Dni Vincentii Głogowski, utpote: DDnos Stanislaum et Ludovicum Głogowskie minorennes ut N. in assistentia Dni Ignatii Głogowski tutoris ut O. hac ordinaria reconventionali Actione ad Excelsum Judicium in jus vocat concludendo:
Ut dati Conventi ex massa haereditaria ad retrosolutionem Summae 5820. ʄʄ Polon. ponderosorum cum usuris legalibus a die capta litis computandis, pro re Actoris stringantur et ad litis expensas suo loco liquidandas condemnentur.

[illegible] ut [illegible]

Maniugiewicz [illegible]

Pr. 15 Sept. 812

N 18803

Communicatur reis conventis ad excipiendum intra 46. dies. Decretum in Cons. Fori Reg. Nob. Leopol. die 16. Septembris 812.

[illegible]

21 7bri

[illegible] 23 7bris 812 [illegible]

A

Excel. C. R. Forum Nobil. Leopoliense

Actio reconventionalis

Dni Josephi Benedicti binominis Pawlikowski, bonorum Medyka in Circulo Przemysliensi sitorum proprietarii, ibidem habitantis

adversus

DD. Stanislaum et Ludovicum Głogowskie minorennes olim Vincentii Głogowski filiorum et haeredum in assistentia Dni Ignatii Głogowski tutoris in Psary Circul. Brzezanensi habitantis

Puncto Summa 5820. Nummorum Aureorum Hollandicorum ponderosorum ex pretio empti pro bonis Medyka stipulato retrosolutionis, cum usuris, et litis expensis —

Menkiewicz [illegible]

Jos. Bened. Pawlikowski

p. Manugiewicz

p. 15. Septemb. 1812 Sedrum Judicium.

Nr 18803

Actio reconventionalis

D. Josephi Benedicti Bruc[illegible]kowski [illegible] medyku pro [illegible] [illegible] [illegible] habitanti.

Adversus

D. [illegible] et [illegible] Grzegorzewski minorennes, [illegible] Vincentii Grzegorzewski filiorum et [illegible], [illegible] D. Ignatii Grzegorzewski [illegible] [illegible] [illegible] [illegible] habitanti.

[illegible] [illegible] 1808 [illegible] [illegible] [illegible] resolutioni cum usuris et [illegible] expensis.

primis [illegible] [illegible] [illegible] 1804 [illegible] [illegible] [illegible] [illegible] A non [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] D. Bru[illegible]kowski [illegible] [illegible] [illegible] — [illegible] D. Vincentius Grzegorzewski ne emendi [illegible] alienum [illegible], [illegible] [illegible] [illegible] [illegible] non [illegible] [illegible] in [illegible] [illegible] officiatum [illegible] [illegible] Samuel [illegible] [illegible] 1808 [illegible] [illegible] [illegible] A. [illegible] [illegible] [illegible] [illegible] affirmando, quod [illegible] [illegible] [illegible] publicum [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] et [illegible] [illegible] [illegible] quod in illo actu omnes [illegible] [illegible] sint reales [illegible] [illegible] [illegible] — et [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

D. Josephus Benedictus Bru[illegible] [illegible]kowski primis ~~[illegible]~~ ~~[illegible]~~ Desumit [illegible] notitia quod D. Vincentius Grzegorzewski [illegible] [illegible] medyku [illegible] [illegible] [illegible] actu [illegible] vendere constituerit eidem ~~[illegible]~~ [illegible] ~~[illegible] [illegible] [illegible]~~ sed [illegible] D. Vincentius Grzegorzewski [illegible] [illegible] [illegible] nec [illegible] [illegible] ad documentum [illegible] [illegible] [illegible] [illegible] pro fundamento [illegible] [illegible] [illegible] [illegible] ~~[illegible] [illegible] [illegible]~~ — D. Vincentius Grzegorzewski ~~[illegible] [illegible] [illegible]~~ reposuit ~~[illegible]~~ [illegible] officiatum [illegible] [illegible] [illegible] [illegible] 1808 [illegible] [illegible] ~~[illegible] [illegible] [illegible] [illegible]~~ ~~[illegible] [illegible] [illegible]~~ [illegible] A. ~~[illegible] [illegible]~~ [illegible] ~~[illegible] [illegible] [illegible] [illegible] [illegible]~~ [illegible] ~~[illegible] [illegible] [illegible] [illegible]~~ — [illegible] [illegible] [illegible] ~~[illegible] [illegible] [illegible]~~ [illegible] [illegible] [illegible] [illegible] —

D. Bru[illegible]kowski [illegible] [illegible] [illegible] [illegible] de pretio [illegible] [illegible] in fundamento [illegible] [illegible] [illegible] A. pro [illegible] [illegible] cum D. Grzegorzewski [illegible] et [illegible] [illegible] [illegible] mensis [illegible] [illegible] [illegible] ut B. [illegible] pro pretio [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] ... manuatorii

nisi auxissent nil Futeg ultra ...
... per deductionem ...
... [illegible] ...
... [illegible] ...
for ... in summa
1705270 ff. ... praetium ...
... [illegible] ...
... summum ...
... 48 ff. ... proinde ... et ...
... conveniunt ... necessaria ...
... [illegible] ...
ut ... summa ...
... [illegible] ...
... consilia ...
... tutor ... supplemento per
ut D. ... firmando ...
se ... firmando ...
... [illegible] ...
... Defectus ...
aliquot ... in deductione ...
... [illegible] ...
... et probato ... nonnullis ...
... [illegible] ...
... [illegible] ...
... praemiis ...
... [illegible] ...
memoriali ... 12°
mensis ... resolutionem ... iterum
menti ... eiusdem ... modesta
... [illegible] ...
... [illegible] ...
E ... [illegible]

attestatione 458054 ff.
... [illegible] ... et 2° ... ff.
... summi ...
summa 2° ... ad valorem
... ponderosis ...
... summae ...
... ad valorem ...
... pertinentes ... per 99
... [illegible] ...
... et ... [illegible] ...
... [illegible] ...
... [illegible] ...
1257000 ff. ... [illegible] ...
... [illegible] ...
... 1705258 ff. ... summam ...
... [illegible] ...
... 1705270 ...
... supra ...

[... cum ... ob ...
... cum ... [illegible] ...
... non ...
... differentias ...
... nonnullis ...
... et deductionem ...
... [illegible] ...
... in hac causa ...
... [illegible] ...
... et de his ...
... [illegible] ...
... [illegible] ...
... [illegible] ...
... et ... [illegible] ...
... Febr. ...
... supplicanti.

Fuit ... Commissarii Officii ...
... et venditore D. ...
... Gregorowski.

... [illegible]

E. F.
F. G.
H.

... [illegible] ...

in provisione ~~cum te ensi ... ~~
~~difficultas - ... ~~
~~... officiose expeniendi~~
Quum nova decimationis actio de-
ferationis A. per ~~...~~
... pro ... ~~omnia ...~~ sequen-
... ~~...~~
differentia in proventibus con-
...ebantur in pretio crepti ...
In termino delatationis A. nulla ad-
mentio de decima manipulari ...
... Ecclesia ... ...
negata ... ...
... hac ... alias in ...
... ... bonis ... ...
... ...
... et tamen ... ...
... ipsa decima ... ...
in libro demonstrat ...
... ... hanc obliga-
... fundi ... ...
Vincentius ... novam
... iam ipsemet decima-
... ...
... ...
... ut ... ~~...~~
~~... ... ...~~
~~... ... ...~~
~~... ... ...~~
~~... ... ...~~
~~et ... ...~~
~~... ... ...~~
~~... ... ...~~
... ~~...~~ ... ~~... iam~~ ...
... retinuisse D. Vincentius ...
... ...
... ... in ... ...
... malo ... ...
... A. ... ...
... ...
... ...
... ... parti ...
... ... plenum legem in ...
§§. 872. 874. 922. 923. 932. 1047. ...
... ...
... ...
... ...

~~... in ...~~
~~et ...~~
~~...~~ ... ...
... A.

... fundi ... ...
... ...
nec ex coniectura generali ...
... ...

... ...

... ...
... ...
... ...
2. ... Gubernialis in ...
authentica.

[in actu ~~...~~ A. ...
~~...~~ ~~... ... ...~~

§. 872. 874. 922. 923. 932.
1047.

manifeste

... ...
... ...
... ...

1. summa dierum laborabilium ingalium junctim in quantitate 10138½ – pedestrium autem in quantitate 12773 consistat – primo juris itaque vel ex ingalibus 1013½ et ex pedestribus 1277½ pro onere decimis [illegible] [illegible] debet – cuius decima ~~[illegible]~~ dierum laborabilium in ~~[illegible]~~ reducendo, juxta dein ingalem pretio aestimationi a xr 27; 20 ast pedestrem a fl. 1 xr 10. assumendo 1. summa inveta altefatum [illegible] de decima [illegible] in liquidatione A. [illegible] non apposita, et non detracta bonificata pro diebus ingalibus 2701 f. 25 xr – pro pedestribus 1490 f. 20 xr. invento computi [illegible] efficiunt ~~2701 f. 25 xr~~

1.

Ex ratione superius actitatis [illegible] ex ovlatis [illegible] [illegible] pro Actorum explendis 150 – xr.

ex dictis laborabilibus ad fundos et dies hi laborabiles erit fundi dicendi, et quibus decima praestatur sufficiat. Si igitur [illegible] decimae [illegible] pro recte valorem decimae ~~[illegible]~~ dierum laborabilium ~~[illegible]~~ [illegible] summa [illegible] [illegible] ~~[illegible]~~ dierum laborabilium in aestima decimae [illegible] [illegible] debet – ~~[illegible]~~ juxta [illegible] articulum 16tum ~~[illegible]~~ [illegible] dierum ingalium 1013½ ~~[illegible]~~ [illegible] a fl. 27; 20 [illegible] hinc [illegible] decimae [illegible] quantum ~~[illegible]~~ 1013½ dierum laborabilium in valore [illegible] [illegible] 27; 20 [illegible] [illegible] efficit – inventum 2701 f. 25 xr [illegible] dierum autem ~~[illegible]~~ [illegible] pedestrium 1277½ [illegible] decimae [illegible] [illegible] 1277½ [illegible] [illegible] [illegible] [illegible] in pretio a fl. 1 xr 10 aestimandi summam [illegible] [illegible] [illegible] faciunt – [illegible] 1063 f. 20 xr. [illegible] consequenter in [illegible] quanto [illegible] decimae [illegible] [illegible] pro [illegible] [illegible] [illegible] [illegible] et [illegible] [illegible] [illegible] non [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] circumstantia, quod [illegible] [illegible] liquidatione [illegible] [illegible] [illegible] [illegible] pro [illegible] [illegible] [illegible] [illegible] [illegible] efficit –

R. Juxta articulum 6. liquidationi A. [illegible] in natura avenae in quanto [illegible] [illegible] [illegible] a [illegible] est computata – Et inventum [illegible]

S. F. [illegible] [illegible] [illegible] medii 803 [illegible] 12½ [illegible]

Ch: II.

fl. 310 xr. 6.

fl. 21

fl. 120 xr. 6

fl. 48

ideo modii 3½ gar: 20½ [illegible] vinfe [illegible] [illegible] ibentur seu [illegible] titulo defectus quota 210 fl. 88½ annue [illegible] valdens ex [illegible] [illegible] [illegible] obligatur —

2do similiter ibidem in Deduktione A. census pecuniarii in Deductione [illegible] in quota 4722 fl. est [illegible] qui tamen [illegible] [illegible] efficit [illegible] inventarium [illegible] annuale 8559 [illegible] quantum etiam [illegible] 131 fl. [illegible] [illegible] [illegible] [illegible] A.

3tio similiter eodem loco Deductioni A. census accumulatus seu Deductione [illegible] in quota [illegible] 1882 fl. [illegible] [illegible] similiter [illegible] est [illegible] [illegible] [illegible] inventarii [illegible] [illegible] [illegible] 1782 fl. 10½ gr. [illegible] census [illegible] [illegible] efficit [illegible] differentia [illegible] quota [illegible] fl. [illegible] pro [illegible] annui census in [illegible] defectu [illegible] et supra di[illegible] [illegible] [illegible] ex [illegible] [illegible] [illegible] titulo [illegible] ex [illegible] [illegible] [illegible] Inductione [illegible] [illegible] pro [illegible] [illegible] [illegible] annui [illegible] in pretium [illegible] [illegible] et [illegible] [illegible] [illegible] [illegible] census [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] in quota [illegible] [illegible] [illegible] quod [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

Tertio [illegible] ibidem [illegible] annue [illegible] ex [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

E Quem D. Josephum [illegible]
[illegible] D. [illegible] [illegible]
[illegible] [illegible] DD. [illegible]
[illegible] et [illegible]
[illegible] [illegible]
D. [illegible] [illegible]
[illegible] [illegible] ordinum [illegible]
ad Excelsum [illegible]
[illegible] — concludendo:

Ut [illegible] [illegible]
[illegible] ad [illegible]
annuo 5820 fl. [illegible]
[illegible] [illegible]
a [illegible] [illegible] conjunctum
[illegible] pro [illegible]
[illegible] et ad [illegible]
[illegible] [illegible] [illegible]
[illegible] —

E consequenter [illegible] [illegible]
[illegible] censum [illegible]
[illegible] [illegible] pretium [illegible]
[illegible] [illegible]
[illegible] [illegible] in pretium est [illegible]
[illegible] quota [illegible]
[illegible] — fl: 200 —

[illegible] pro [illegible] [illegible]
[illegible] [illegible] de
[illegible] 25. Aug. [illegible] 1838
[illegible] D. M.

[illegible] et [illegible] [illegible]
[illegible] [illegible], et [illegible]
valet —

[illegible] ad [illegible] [illegible] etiam
[illegible] pro [illegible], et [illegible]
in quota 28 [illegible]
et per [illegible]
[illegible] pro una [illegible]
[illegible] [illegible]
[illegible] debet [illegible] [illegible] locatio
[illegible] ad [illegible]
[illegible] [illegible]
[illegible] [illegible] — E
[illegible] ad [illegible]
[illegible] et locatione conductione [illegible]
[illegible] materialium [illegible]
[illegible] per fluvium [illegible]
[illegible] annue 200 fl. in pretium
[illegible] [illegible] — qui [illegible]
[illegible] [illegible] [illegible]
et [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
itaque 200 [illegible] in pretio [illegible]
[illegible] [illegible] [illegible]
[illegible] debent — et [illegible]
ad [illegible] rationibus [illegible]
et [illegible] ad 5. et 6. [illegible]
[illegible] [illegible] in quantum
[illegible] annuo [illegible]
100 fl. et [illegible] [illegible]
etiam [illegible]
in [illegible]
[illegible] ad [illegible] A. [illegible]
[illegible] et [illegible] in pro
[illegible] annuum [illegible] 4500 fl.
[illegible] — [illegible]
[illegible] et invenit ut [illegible]
[illegible], et [illegible] [illegible]
ut [illegible] et [illegible]
[illegible] cum oblato [illegible]
[illegible] [illegible]
[illegible] [illegible]
[illegible] [illegible] annuum [illegible]
in quota 4500 fl. [illegible] irrealiter
et [illegible] in pretium est numerus

ff. 1500

igitur manifeste consequitur quod ista quota [annui proventus] 1500 ff. vendenti soluta et pretio emptori necessario dari, et debitori restitui debet —

8° A vaccis in [illegible] [illegible] rubrica 12ª defalcationis et in [illegible] ne 100 in uti pradio requisitas et 1000 ff. in proventum commune sunt posite — et hoc pretium [illegible] vaccarum pro vaccis et juvencis [illegible] emptore venditori persolvit — cum autem nulla vacca vendita in pradiis illis requiretur [illegible] nulla emptori sed tradita pretium tamen ipsa illud indebite vendi [illegible] ff. [illegible] et tale stricto [illegible] a venditore [illegible] emptori solui debet —

pro documentibus articuli venditi nullum [illegible] oblato iuramento suppletorio

ff. 2000.

9° Ipse rubrica 15. ex piscina illa [illegible] dicta annue 200 ff. [illegible] sunt in pretium [illegible] docente [illegible] [illegible] — ubi tamen articuli [illegible] [illegible] [illegible] [illegible] cum oblato iuramento suppletorio formandi

ab hac piscina non existente [illegible] [illegible] nullus [illegible] [illegible] hic pretium annui proventus 200 ff. appositi [illegible] indebite venditi [illegible] [illegible] restitui [illegible] debet — stricto iure [illegible] defalcationi [illegible]

ff. 200.

10° In rubrica 13ª [illegible] in numero [illegible] jugera [illegible] — ff. 2 [illegible] 20 [illegible] [illegible] [illegible] [illegible] ff. 1 [illegible] 16 [illegible] quilibet [illegible] in numero 12773 [illegible] [illegible] in [illegible] [illegible] 9783

[illegible] summa dierum [illegible] et [illegible] 11512 [illegible]

2022

ex [illegible] in [illegible] 400fl., ex pedi-
tibus autem 700fl. desumen-
tiones aff. 2 gr 20 — perfungendi
ff. 1 fl. 10 ad pretium [illegible]
[illegible] summam 2073 fl. [illegible]
i beneficiendam efficiunt —
~~[illegible]~~
~~necessario [illegible]~~ [illegible]
[illegible] quod in [illegible]
[illegible] laborationibus [illegible]
modis et tempore etiam [illegible]
[illegible] defectus, indiget
summam in quota [illegible]
inter [illegible] quamvis [illegible]
[illegible] officio [illegible] proventus [illegible]
incremento in [illegible]
[illegible] comprobare [illegible]
[illegible] necessitati offert —
supra [illegible]
inclusive [illegible] summas
[illegible]
[illegible] 1410 fl. [illegible] 20 gr. [illegible]
~~[illegible]~~
~~[illegible]~~ [illegible]
[illegible] 397 fl. 20 gr. [illegible]
[illegible] summam
[illegible]
[illegible] 5820 [illegible] pretio [illegible]

~~[illegible] pro venditorem~~ [illegible]
[illegible] ex pretio em-
[illegible] pro bonis [illegible]
stipulata [illegible]
~~[illegible]~~ necessario obligatur
~~[illegible]~~

[illegible] concertatae
pro [illegible] emptionis [illegible]
in bonorum [illegible]
[illegible] deteriorationi et reparationi
[illegible] quod

A [illegible] [illegible]
[illegible] etiam
[illegible]
[illegible] in pretium
[illegible]
[illegible] in summam 28[illegible]
~~[illegible]~~
~~[illegible]~~ fl. 10
[illegible]
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
[illegible] probavit quod venditor [illegible]
[illegible] deteriorationes et reparationes [illegible]
[illegible] ~~[illegible]~~ [illegible]
[illegible] quod emptori [illegible] et [illegible]
~~[illegible]~~ [illegible] in [illegible] conditioni [illegible]
[illegible] concertationi [illegible]
contractus empti venditi [illegible]
~~[illegible]~~ adeo [illegible]
[illegible] et actu deteriorationi summam [illegible]
[illegible] in nota [illegible] ex [illegible]
~~[illegible]~~
~~[illegible]~~ et [illegible]
~~[illegible]~~
[illegible] summam [illegible]
[illegible]

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Excelsum Judicium!

D[omi]nus Josephus Benedictus binominis Jaw,,
likowsky prolium Vincentij Glogowski tuto,,
rem medio Actionis de praes 25. Aug[us]ti
Al: ad N[ume]ro 16838 institutae p[ra]e[tex]to so,,
lutionis 6[illegible] Conventus, in ordine Excep,,
tionis exhibendae petit primam trium
Mensium dilationem sibi concedi, ex ra,,
tionibus, quod

1° Inspectio Originalium Actionis sub
praes. 11. 9bris Al: petita, necdum
superata est, et cum vis exceptio,,
nis ab eventu producendorum ori,,
ginalium Actionis dependeat, his
itaque non visis, exceptionem exhibe,,
re praematurum esset — tum quod

2° In exceptione plures occurrunt cir,,
cumstantiae exponendae, et demonstran,,
dae, quae praetensionem inactionatam
reprobarent, et pro parte eliderent
veluti quod Conventus in tertio bo,,
norum Medyka ex quo Summa
inactionata descendit est circum,,
ventus — quod plures diversae ru,,
bricae proventuum circa emptionem

venditionem

venditionem assecuratae deficere appa-
reant — adeoque iste defectus ex
pretio inaitionato iuste modo Ex-
ceptionis resarciendi sunt, has
essentiales exceptionis circumstan-
tias, adeoque legales sui defensio-
nes, deducere, et procurare Con-
ventus huiusque requirit — eo
verius, quod

3o Adminicula haec defensionis
sint complura ex actis Registra-
turae gremialis — Tabula Regia
tum etiam ex Officio Circuli Prze-
mysl — et Gubernio depromenda,
ut pote Inventarium bonorum Me-
dyka — extractus tabularis eorun-
dem bonorum — nec non resolu-
tiones politicae intuitu decimae
manipularis — quae omnia Docu-
menta ad instruendam exceptio-
nem necessaria brevi comparari
debent —

Mamugiewicz [illegible]

Praes: 2. Dec: 812

N 24820.

Communicatur Contraparti ad se declarandum in triduo sub rigore lapsi termini. Decretum in Consilio C. R. Fori Nob. Leopoli die 21. Xbris 812.

Schwarzenik [illegible]

Ad

Excelsum Caes. Reg. Forum Nobile Leopolin. ad N. 16838.

Dnus Josephus Pawlikowski adversus

Dnum Ignatium Glogowski per Dnum Napadiewicz

In ordine exceptionis in causa ptae solutionis Summae Cmptae exhibendae primam trium Mensium dilationem sibi concedi supplicat —

Manugiewicz Dprii

p. Manugiewicz

12 28

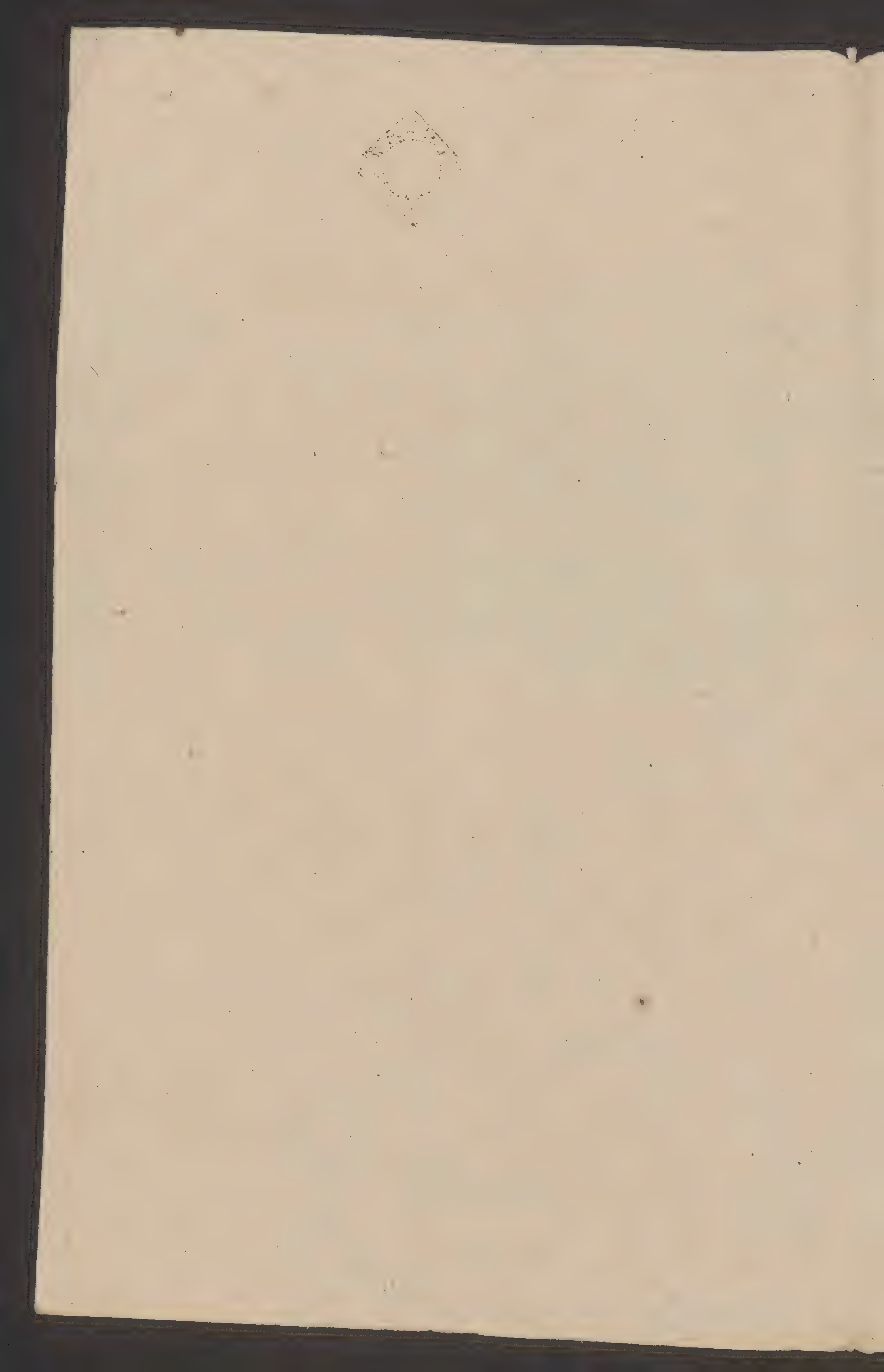
Excelsum Iudicium!

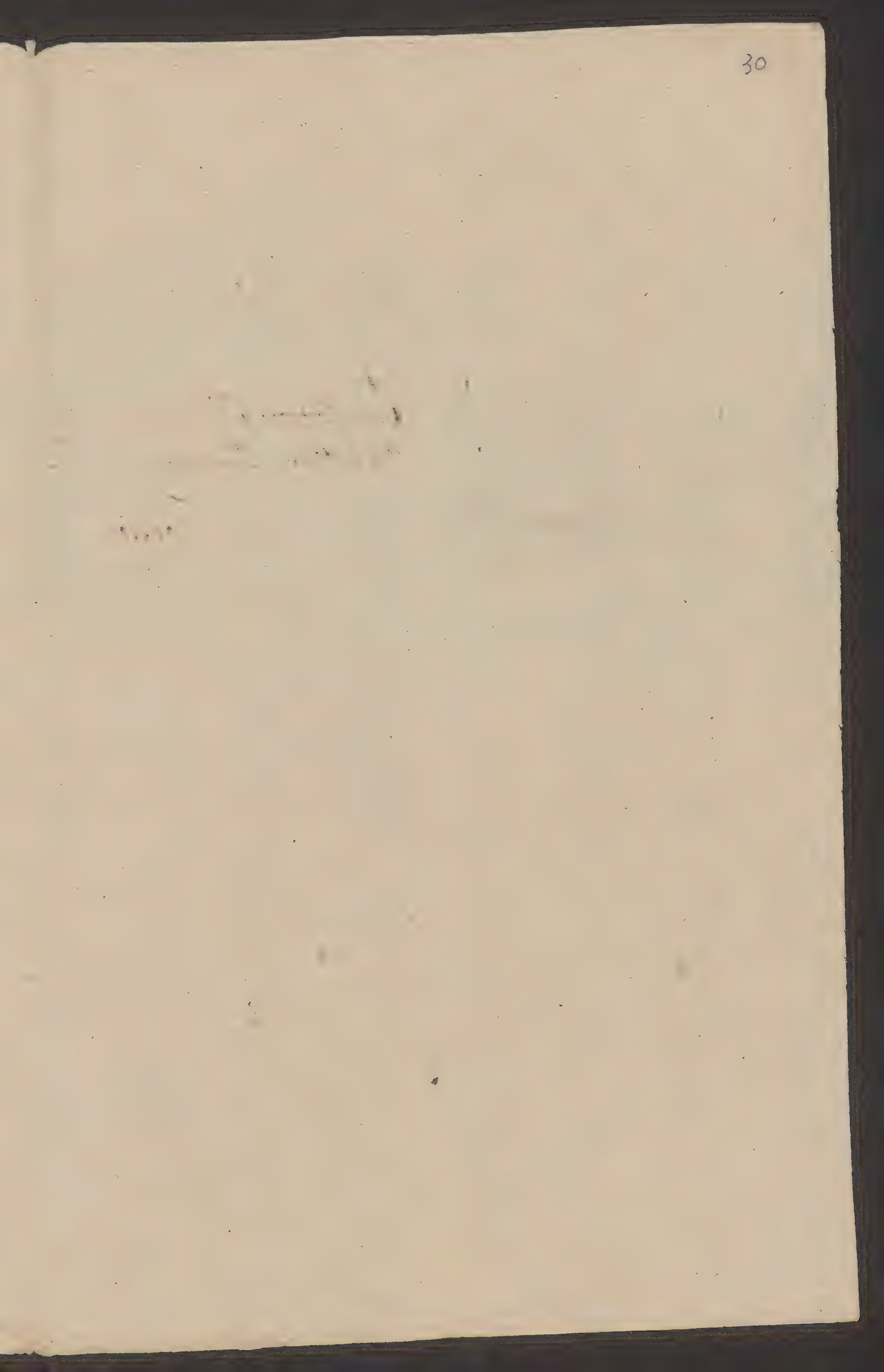
Actioni reconventionali Dni Josephi Benedicti Pawlikowski adversus minorennes olim Vincentii Glogowski filios ac haeredes, videlicet Stanislaum et Ludovicum Glogowski, in assistentia eorundem tutoris Dni Ignatii Glogowski puncto Summae 5820 fl hollandicorum, sub praesentato 18a Septembris a. cur. ad Num 1803 exhibitae adjacent permulta Documenta in copiis simplicibus allegata, quorum Originalia Dnus Ignatius Glogowski Conventorum tutor judicialiter visurus, Excelso Judicio humillime supplicat, sine assumendae horum Originalium judicialis inspectionis partibus dicendi, actorique injungi, ut dicta die quaestionis originalia, sub Rigore Legis producat.—

Plenipotentia sub /.

Napadiewicz

140





Praes: 18 Dec: 812

N. 25619

1 alleg

Ad

Excelsum C. R. Forum Nobilium Leopoliense

ad N^rum 18803 / 812.

Dnus Ignatius Glogowski pupillorum post olim Vincentium Glogowski relictorum, scilicet Stanislai & Ludovici Glogowski, tutor,

contra

Dnum Josephum Benedictum Zasoli-kowski, per Advocatum Dnum Manugewicz,

in causa puncto Summae 5820 fl. hollandicorum c. s. c. fine assumenda judicialis originalium Documentorum actioni allegatorum inspectionis partibus diem dici supplicat.

In duplo.

p. Napadiewicz

Fin assumendae Inspectionis Origi-nalium documentorum actioni allegatorum praefigitur Terminus in diem 18. Januarii 813 hora 10. mat. quo utraque pars
sub rigore legis in Judicio compareat.
Decretum in Consilio C. R. Fori Nob.
Leopoli die 21. Xbris 812.

[illegible]

24. Xbr.

Expedit allig 29 Xbr 812
p. Matthaeus

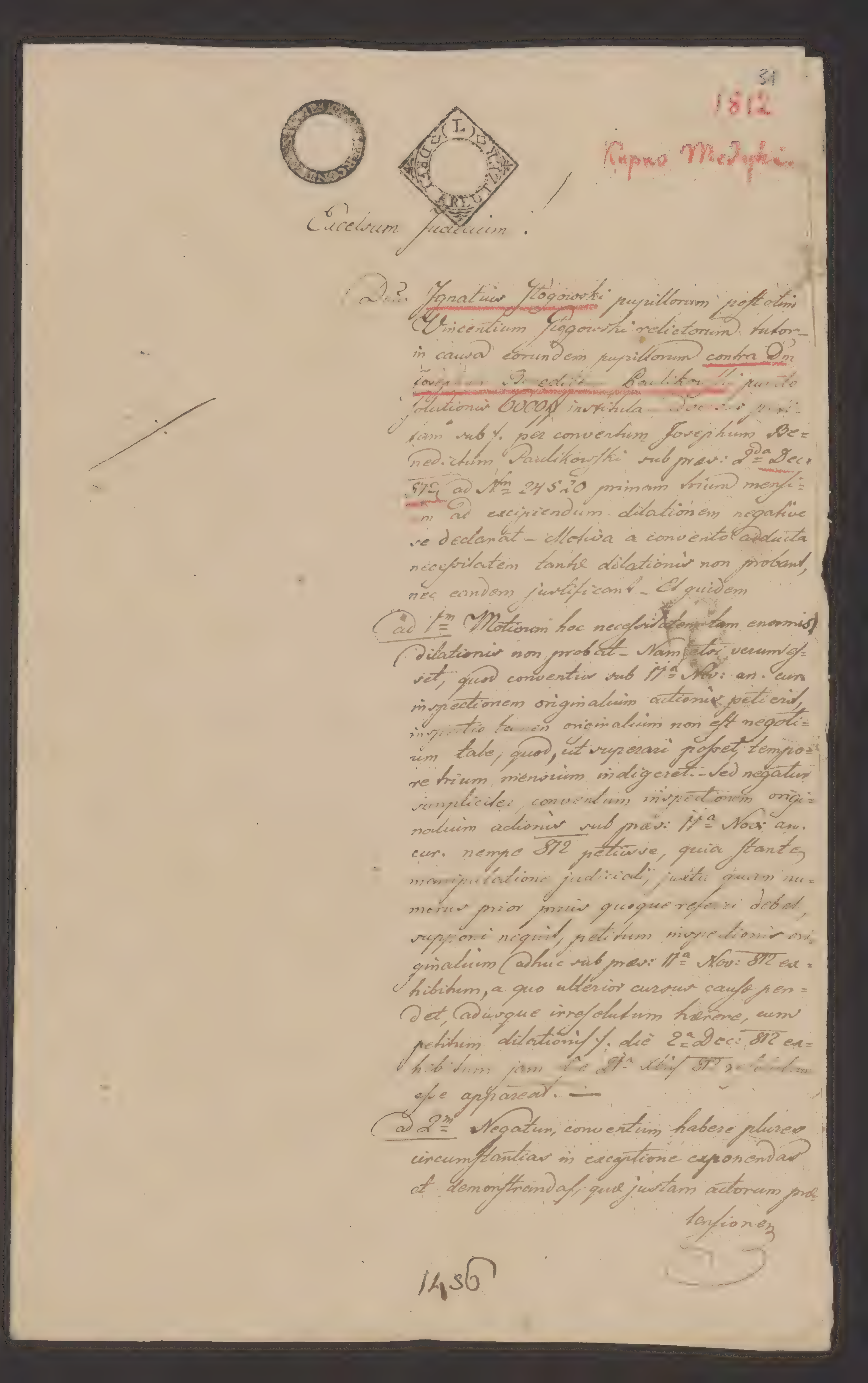
Edita per Dnum Advtum Napadiewicz nomine Conventorum pupillorum Glogowski declaratione, quod allegatae actionis sub A, G, K in Copia vidimata sub B, C, D, Dd. H. I, L, M, N, O, S in originalibus, E et F vero in Copia ex actis judicialibus desumpta producta fuerint, salva ulteriori in scriptis causalibus partium illatione, et oppositione, finis peractum. Decretum in Consilio C. R. foro Nob. Leopoli 18 Januar 813.

22 Jan

Martinowicz

ad Mar. die 24 Jan 813
p. Capp

in Manugiewicz



31

1812

Kopno Medyki

Excelsum Judicium!

Dnus Ignatius Jtogowski pupillorum post olim Vincentium Jtogowski relictorum tutor in causa eorundem pupillorum contra Dnm Josephum Benedictum Paulikowski puncto solutionis 6000 fl instituta [illegible] petitam sub /. per conventum Josephum Benedictum Paulikowski sub praes: 2da Dec: 812 ad Nrm 24520 primam trium mensium ad excipiendum dilationem negative se declarat – Motiva a convento adducta necessitatem tantae dilationis non probant, nec eandem justificant. – Et quidem

Ad 1m Motivum hoc necessitatem tam enormis dilationis non probat – Nam etsi verum esset, quod conventus sub 17a Nov: an. cur. inspectionem originalium actionis petierit, inspectio tamen originalium non est negotium tale, quod, ut superari possit, tempore trium mensium indigeret. – Sed negatur simpliciter, conventum inspectionem originalium actionis sub praes: 17a Nov: an. cur. nempe 812 petiisse, quia stante manipulatione judiciali, juxta quam numerus prior prius quoque referri debet, supponi nequit, petitum inspectionis originalium adhuc sub praes: 11a Nov: 812 exhibitum, a quo ulterior cursus causae pendet, adusque irresolutum haerere, cum petitum dilationis /. die 2a Dec: 812 exhibitum jam die 21a [illegible] 812 resolutum esse appareat. –

Ad 2m Negatur, conventum habere plures circumstantias in exceptione exponendas et demonstrandas, quae justam actorum praetensionem

1436

tensionem in contractu empti venditi, in quo jus dominii conventi ad bona Medyka nititur, fundatam, adeoque omni dubio majorem reprobarent et pro parte eliderent. – Assertum conventi quod in pretio bonorum Medyka sit circumventus, quod plures diversæ rubricæ proventuum circa emptionem venditionem accuratæ deficere appareant, falsum est, et meram sapit calumniam; sed etsi assertum hoc verum esse admitteretur, quod quidem negatur, hæ tamen circumstantiæ non in Exceptione præsentis litis sed in alia separata juris via probandæ primo venirent; de hac veritate [illegible] conventus instituit sub præs: 15 Jul: 812 ad Nrum 18505 actionem reconventionalem [illegible] 58.000 fl. [illegible] dicortum ex pretio empti venditi pro bonis Medyka stipulato retrosolvendæ ut ⅔. – Assertum ergo conventi, a quo has exceptiones circumstantias suique defensiones adusque deducere et procurare nequiverit, aperte falsum est. –

ad 9um Hoc motivum per supra dicta et probata ruit. actioni enim juxta Rubrum ⅔ exhibitæ, adjacent omnia hæc præ[illegible] defensionis adminicula – Quare pariter falsum est, adminicula hæc, primo ex actis registraturæ gremialis, Tabula regia, tum ex officio circulari Premisliensi et Gubernio depromenda comparandaque esse. –

Supplicat itaque actorum minorennium tutor Dnus Ignatius Głogowski, huic [illegible] [illegible] et [illegible] rationibus in me[illegible] protelationem per conventum petitæ dilationi, denegari. –

Napaiewicz

Cum vigore Resolutionis Appellat. partibus sub hodierno intimatae Causa haec ad Oralem pertractationem relegata sit, hinc petitum dilationis per id pro superato declaratur et partes ad praefigendum Orali processui terminum inviantur. Decretum in Consilio Caes. Reg. Fori Nob. Leopoli die 31. Dbris 812.

Gras: 31 Dec: 812

N 26435

2 alleg

Ad Excelsum C. R. Forum Nobilium Leopoliense (ad N° 24320 / 812)

[illegible]

contra

Dnum Josephum Benedictum Paulikowski [illegible]

in causa puncto solutionis Summae 6000 fl. —

opponit ad petitam primam trium mensium ad excipiendum dilationem. —

[illegible]

f Napadiewicz

J. Maringiewicz

412

33

180

(L)

DREY KREUTZ

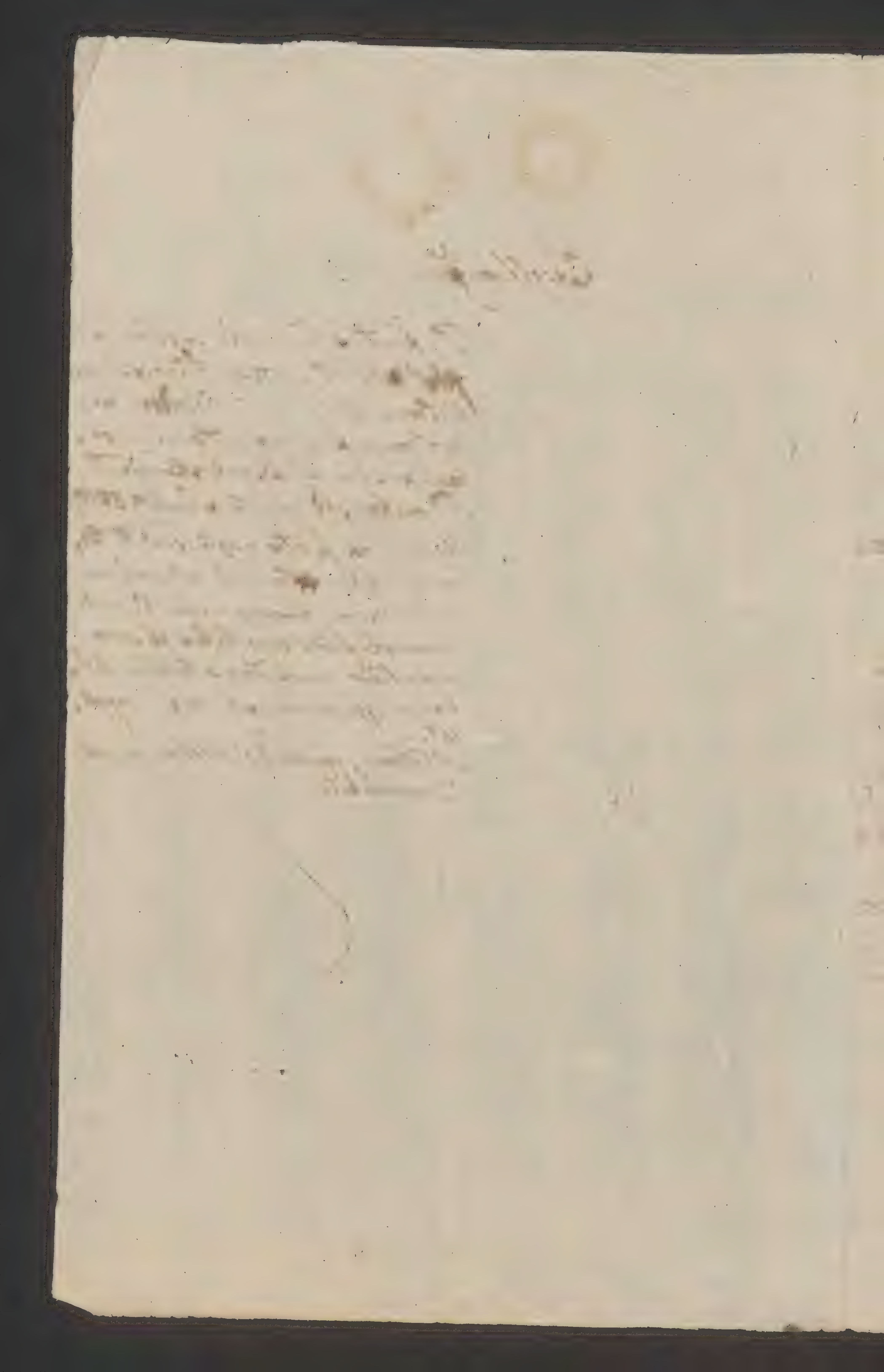
Excelsum Judicium!

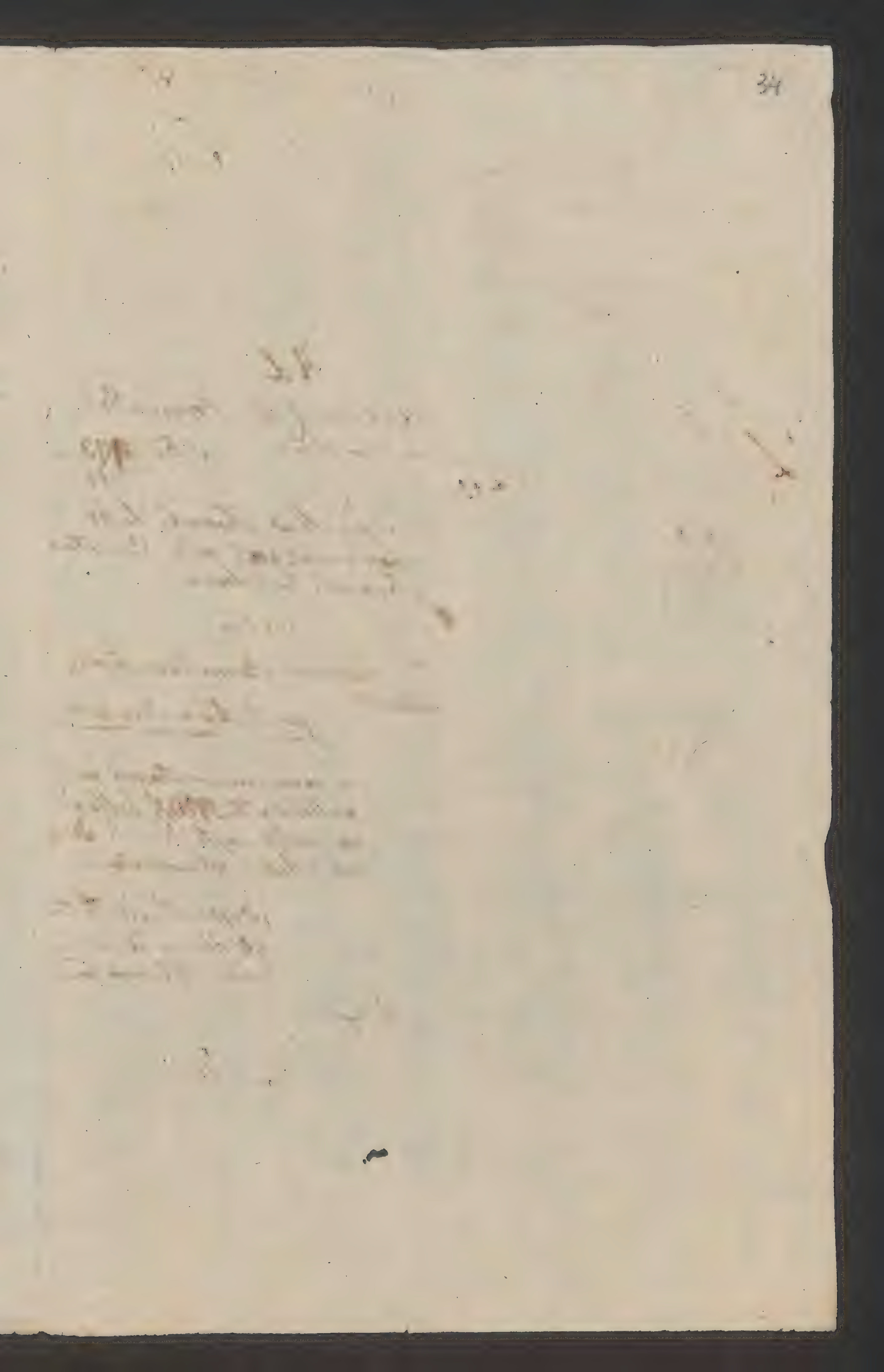
D. Ignatius Głogowski pupillorum post olim Vincentium Głogowski relictorum tutor ad exhibendam exceptionem adversus actionem reconventionalem D. Josephi Benedicti Pawlikowski puncto summae 5800 Hollend. ex pretio empti venditi Bonorum Medica stipulato retinendi contra eosdem minorennes olim Vincentii Głogowski filios exportatam ob spem amicabilis compositionis tertiam dilationem 90 dierum sibi concedi supplicat. —

[illegible] ad ½ reacludatur

Napadiewicz

663.





Commmunicetur Contra parti ad se declarandum intra duo sub rigore Expensis Decretum ... Consilii Castren... Leopoli die 21 Junii 813

decre...

1. July

... Mar... 3 July 813

p ...

Praes: 15 Juny 813

N 11538

(allg.)

Ad

Excelsum C. R. Forum Nobi-lium Leopoliense ad N 1973 / 813

D. Ignatius ... tutor minorennium post olim Vincentium Glogowski relictorum

contra

D. Josephum Benedictum Pawli-kowski per D. Adam Maniquewicz

in causa reconventionali puncto solutionis ... 5820 ... ex pretio empti et venditi bonorum Medica retrosolvenda —

Supplicat sibi tertium 90 dierum ad exceptionem ... concedi

...

l. Napaikiewicz

Maniquiewicz

112

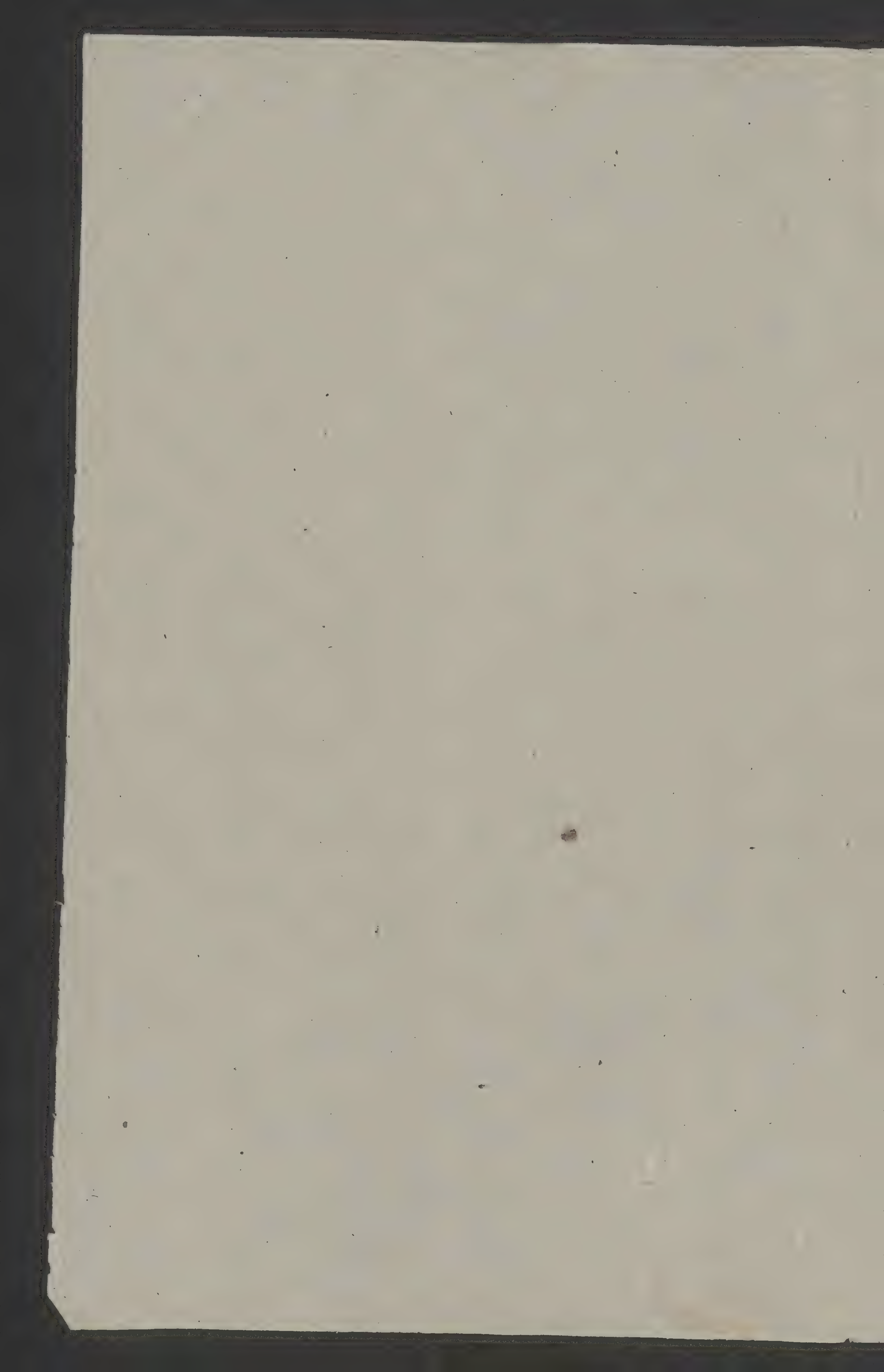
№ 13. 35

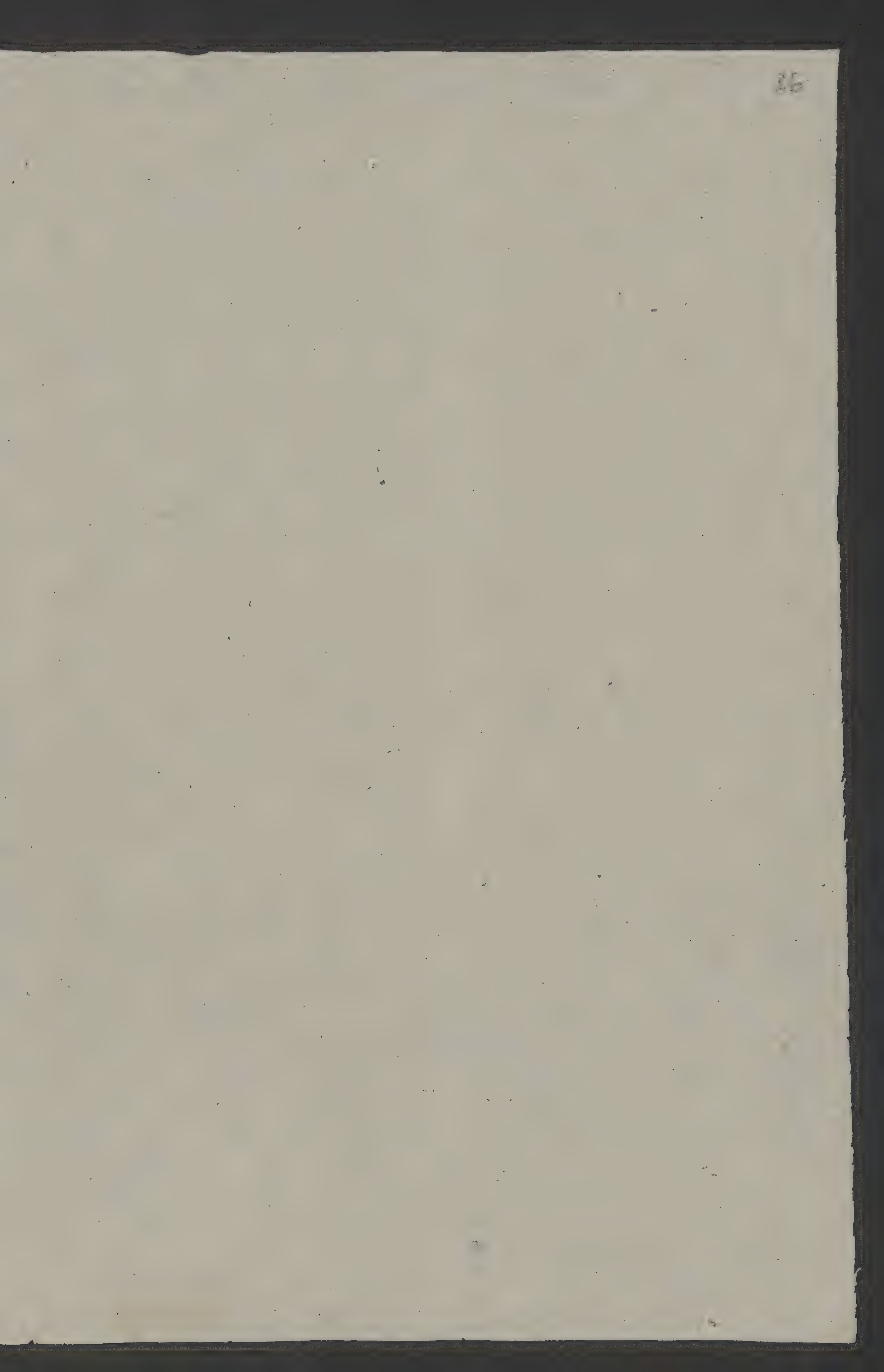
[illegible] Judicium.

D. Josephus Pawlikowski in causa reconventionali pto 5820 fl. Pol. a pretio bonorum Wiedzka [illegible] successores olim [illegible]

[illegible]

Remanserunt [illegible]





Praes: 17 Jan: 813

N: 1039

2 alleg

Dilatio prima 90 dierum ad Exceptiendum Conceditur, partim quia pars adversa ipsamet in duos Menses Consentit, partim quia in Spectio Originalium pro die 18 hujus mensis superabaequit, partim denique quia Actor non negat Actio nem esse factam multis alle... Contra... Citatus adminicula defensionis exquirere Cogitur. Decretum in Consilio Caes. Reg. Forali Nob. Leopoli die 26 ta Januarij 813

1 Febr.

Zaigrifell Feb. 813

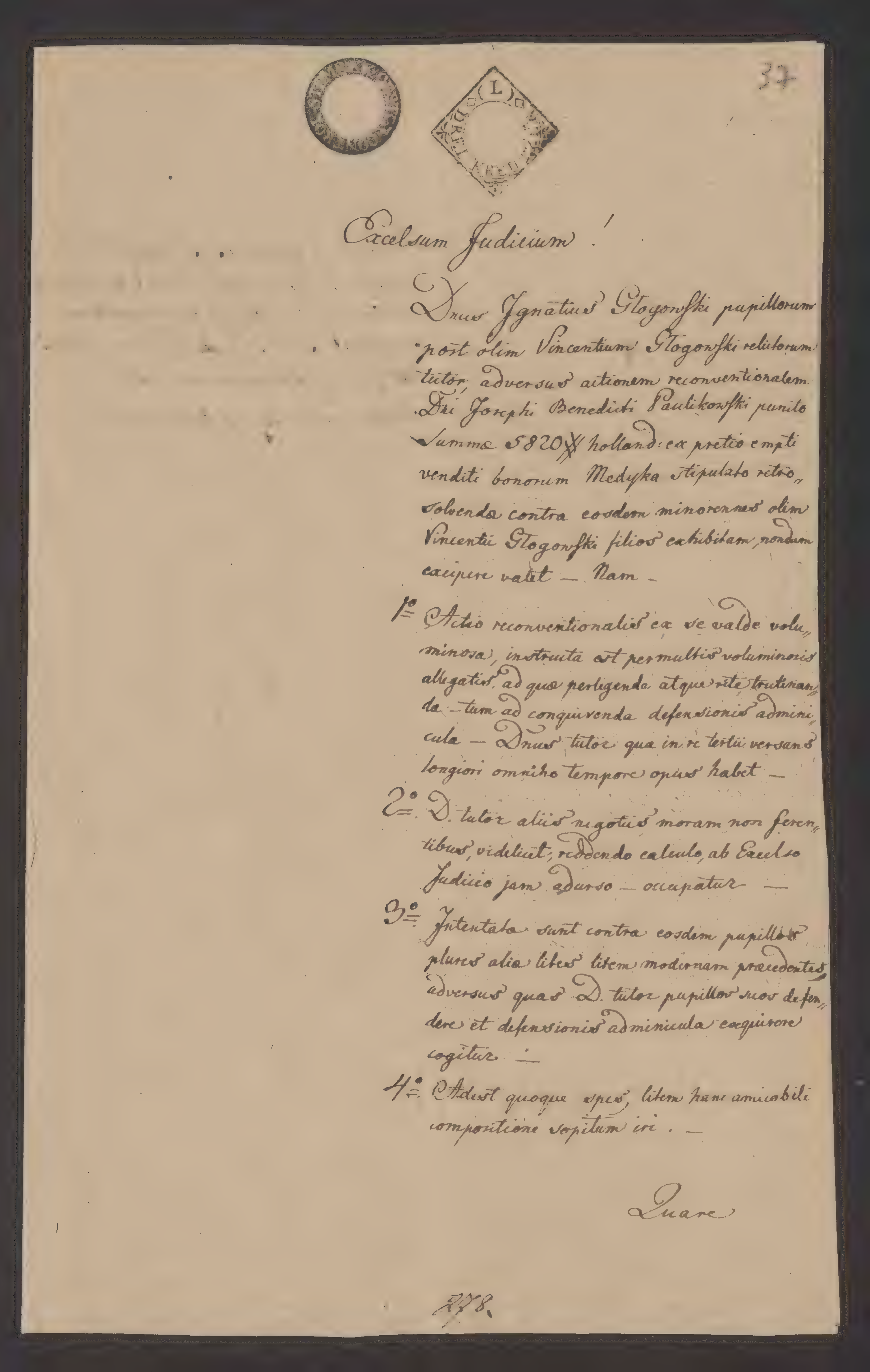
Excelsum C. R.: Forum Nobil: ... ad Illm. &c.

D. Josephus ...kowski adversus D. Ignatium ... Successorem Vincentii ...cowski tutorem ... Nepadiewicz

In causa reconventionali pto 3820 f. pahtur ad Exceptiendum 90 dierum dilationem dene... petit

Mannagiewicz ...

p. Mannagiewicz



37

Excelsum Judicium!

Dnus Ignatius Głogowski pupillorum post olim Vincentium Głogowski relictorum tutor, adversus actionem reconventionalem Dni Josephi Benedicti Paulikowski punito Summa 5820 fl holland: ex pretio empti venditi bonorum Medyka stipulato retro-solvenda contra eosdem minorennes olim Vincentii Głogowski filios exhibitam, nondum excipere valet — Nam —

1° Actio reconventionalis ex se valde voluminosa, instructa est permultis voluminosis allegatis, ad quae perlegenda atque rite trutinanda — tum ad conquirenda defensionis adminicula — Dnus tutor qua in re tertii versans longiori omnino tempore opus habet —

2° D. tutor aliis negotiis moram non ferentibus, videlicet, reddendo calculo, ab Excelso Judicio jam adurso — occupatur —

3° Intentatae sunt contra eosdem pupillos plures aliae lites litem modernam praecedentes, adversus quas D. tutor pupillos suos defendere et defensionis adminicula exquirere cogitur —

4° Adest quoque spes, litem hanc amicabili compositione sopitum iri. —

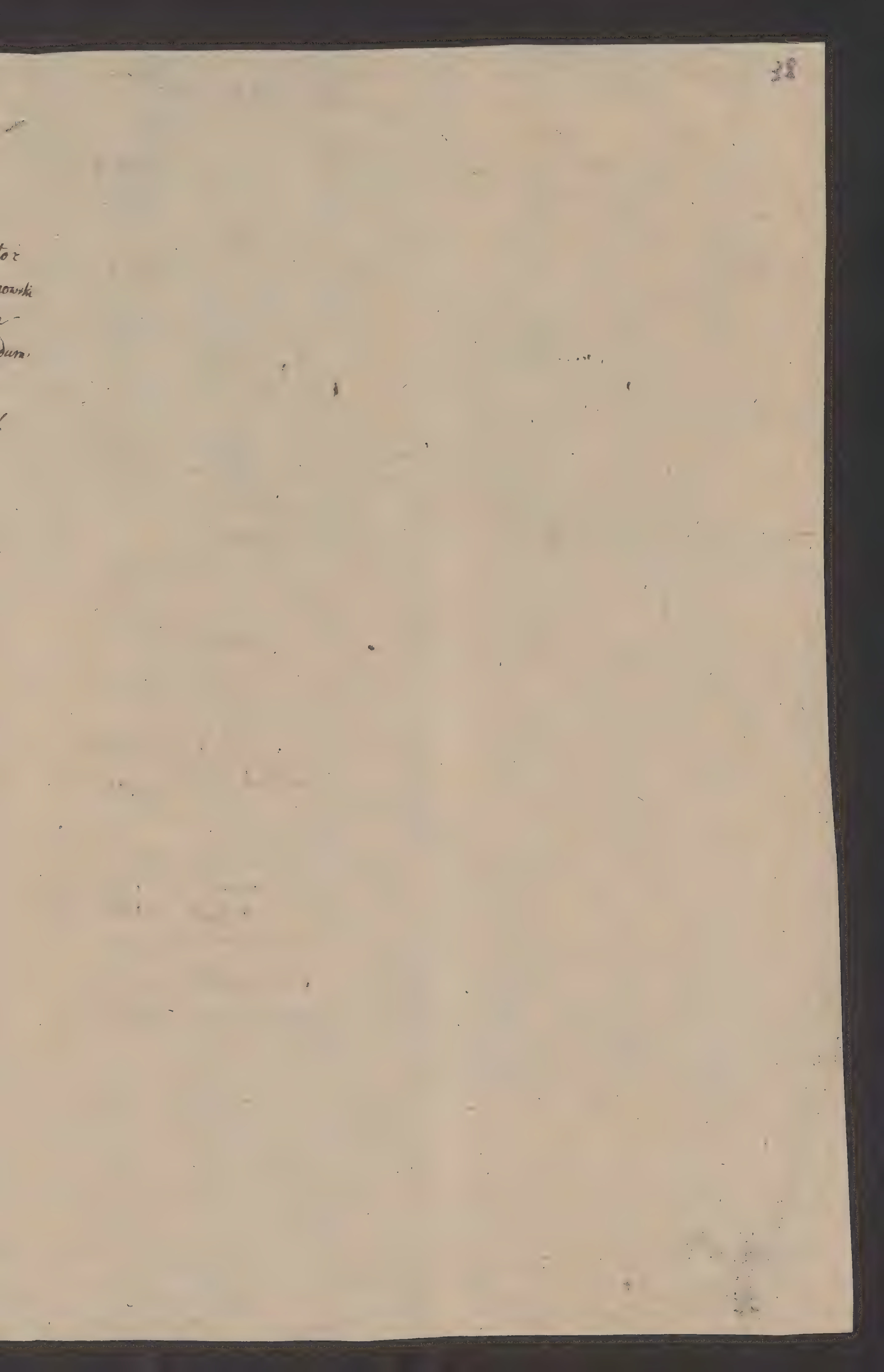
Quare

278.

Quare D. Ignatius Głogowski tutor pupillorum post olim Vincentium Głogowski relictorum Excelso Judicio humillime supplicat sibi secundam ad excipiendum 90 dierum dilationem concedi.

Petitum praecedentis dilationis sub %.

Napalkiewicz



Praes: 16 Martii 813

N 4993:

N 538

1 alleg

Communicatur contraparti cum

Ad declarandum in 3 dno sub

rigore assensu. Decretum in

Consilio C.R. fori Nob. Leopol.

die 22 martii 813

Kronwald

Ad

Excelsum C. R. forum Nobilium

Leopoliense

ad Nr 1039/813

D. Ignatius Glogowski tutor minorennium olim Vincentii Glogowski haeredum

contra

D. Josephum Benedictum Paulikowski

per Advtm Drm Manugiewicz

in causa reconventionali puncto Solutionis Summae 5820 fl. hollan. ca pretio empti venditi bonorum Medyka retro solvendae

supplicat sibi secundam 90 dierum ad excipiendum dilationem concedi

Napadiewicz

In duplo

Napadiewicz

112

Quietantia

Ego infrascripta matertera et Educatrix Minorennis Mariannæ Rzeczycka, et Plenipotentia Tutoris Dni Vincentii Grzymala in actis reperibili munita, recognosco, quod, in sequellam Resolutionis Excelsi Fori, dtto 28ta aprilis a.c. ad Num. 8095, à Dno Josepho Benedicto Pawlikowski Bonorum Medyka in Circulo Przemislensi hærede, facta prævie cum ipso finale obliquidatione summam apud eum hærentem 100,000 fl ad Minorennem Mariannam Rzeczycka pertinentem et super Bona Medyka assecuratam concernente, Quotam, ex hoc Capitali simul cum usuris ad 9m maii a.c. computatis, Teste obliquidatione sub una Excelso Judicio submissa, adhuc restantem, et, detracta summa 438 fr 44½ xr in valuta viennensi Dnæ Constantiæ Bialoruska, in satisfactionem pretensionis 1648 fr 45 xr super præfatum Capitale prænotatæ, adjudicata et obveniente, efficientem 6250 fr 48 xr V.V.

dico: Sex Millia, ducentorum quinquaginta florenorum rhenensium 48 xr in val[illegible] viennensi, pro necessitatibus et educatione dictæ Minorennis, recepperim, et de solutione præsentibus cum declaratione quieto, quod Massa Minorennis Mariannæ Rzeczycka, pro hic et nunc ex Capitali 100,000 fl apud Dnm Josephum Benedictum Pawlikowski hærente, in toto pacificata, nullam amplius pretensionem ratione hujus capitalis vel usurarum habeat, et proinde, non solum, erga intabulationem præsentis instrumenti, extabulationem capitalis 100,000 fl massæ Rzeczyckiana proprii, ex bonis Medyka e Lattisimtis, sed etiam extraditionem instrumenti cautionis hujus

Summæ

Hujus Summæ, per Dnm Vincentium Głogowski die 7ma Decembris 805 Leopoli exarati, ex officio Depositorum ubi reperiturum est, Dno Josepho Pawlikowski se insinuanti, permitto. Hac in fide, in præsentia testium impetratorum propria manu suscribo et sigillum meum idoneum appono. Datum Leopoli die 9a Maii 814.

Benvenuta z Hrabiow Krasickich
Hrabina de Mussey.

Qua testis
Cajetanus Mangiewicz

qua testis Georgius Głogowski

Coram me
Petro de Mussey

Ingrossatur et intabulatur.
Dt. in Consilio C. R. fori Nob.
Leopoli die 7. Juny 814

Praesens Quietantia apud Caes. Regias Provinciales Tabulas Galicianas libro Instr. 101 p. 276 ingrossata et libro Haer. 127 p. 711 n. 10 in rubrica extabulationis intabulata est. Actum Leopoli d. 23 Aprilis 814.

J. Wybranowski

N. Tab. 2011
præs 10. July 814.

1772

B.
per: [illegible]

Coll [illegible] Instr. Lib. pag. 240. [illegible]

25
959

41

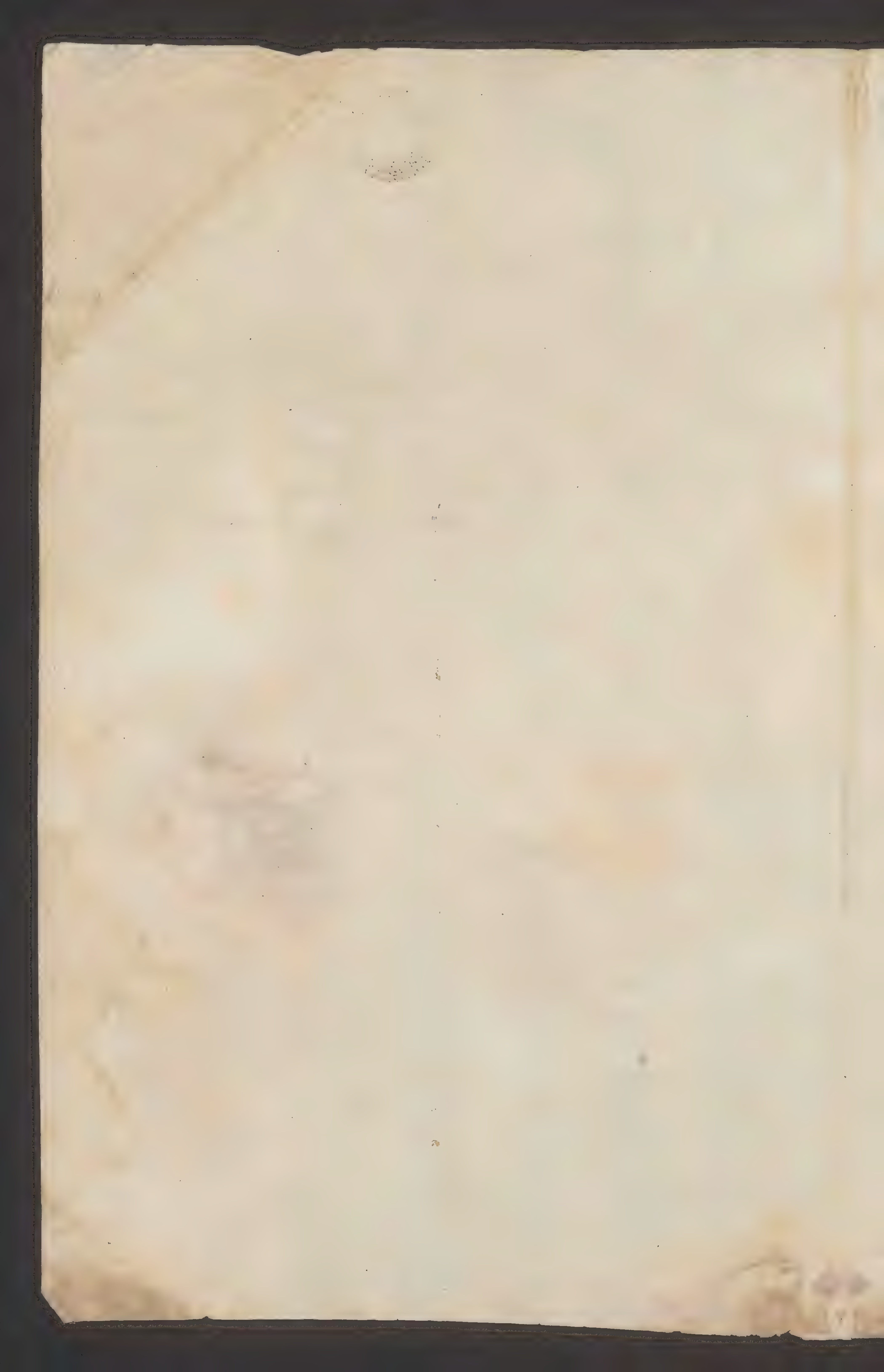
Medyka [?] 1825

Kwit!

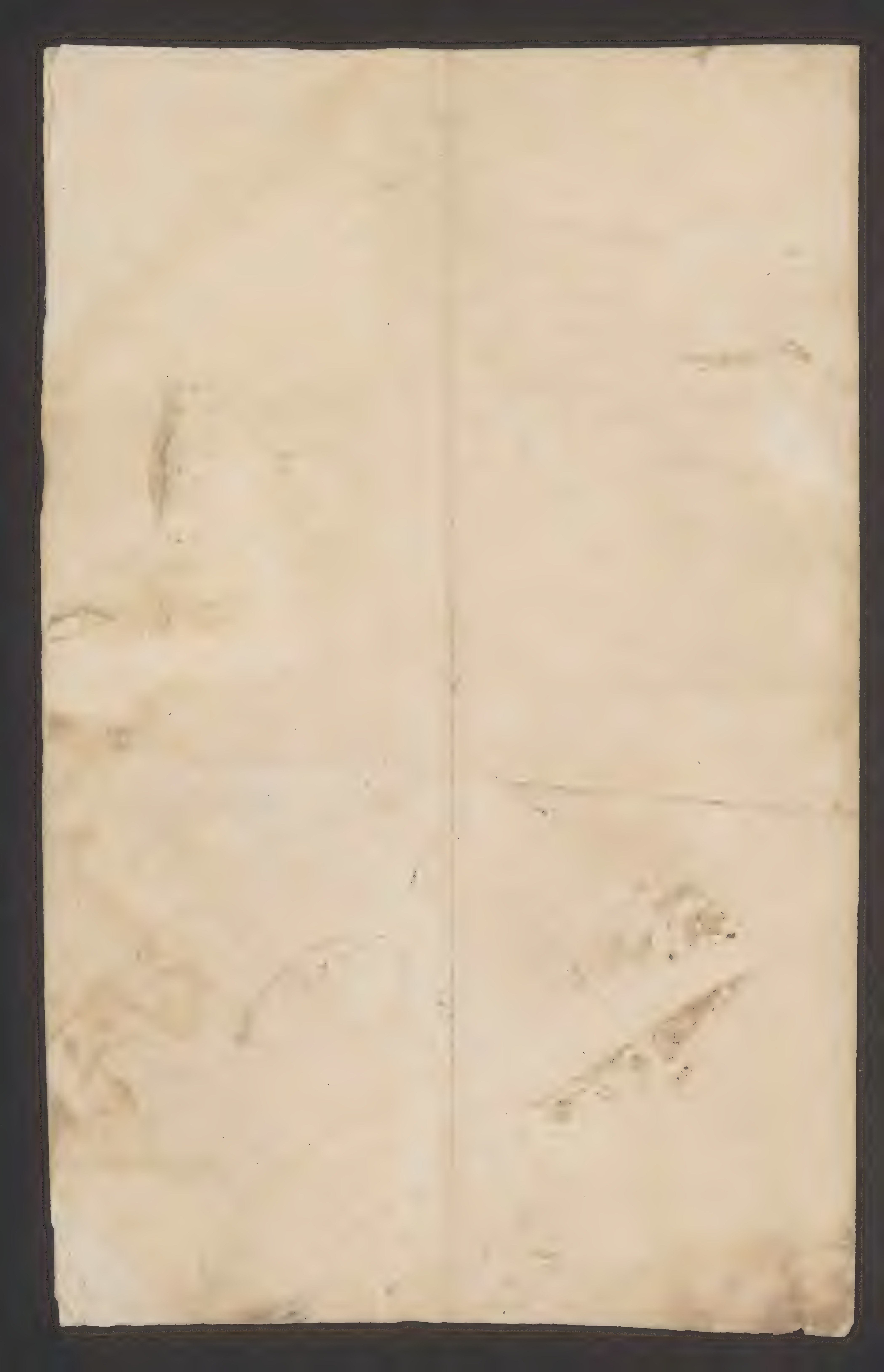
Na Trzysta Dziesięć Złr. kon. mon. które podpisany w imieniu i na rzecz Zgromadzenia JJ. XX. Wikaryuszów katedralnych Przemyskich ob. lac. za Dziesięcinę snopową z Obszarów Dworskich Medyckich i Bucowskich rzetelnie odebrał, i z odebranych za Rok 1825. niniejszym kwituie. — Przemyśl dnia 17go Września 1825. Roku.

Jest 310 Złr. kon. mon.

X. Leopold Grzybowski
Prokurator JJ. XX. Wikaryuszów









Excelsum Judicium

Dnus Josephus Benedictus binominis Swiatkowski in causa sua contra Fiscum R. Summo aerario camerali assistentem pometo solvendi annui census a fundo per salis depositorium in territorio tractus bonorum Medyka penes pagum Torki occupato in quota annua 201 fr. seu 804 fp. exceptionem Fisci Reg. de praes. 5. aug. 829. ad N.^{rm} 19965 exhibitam eliserres, sequentem obtenta remissione incusatae contumaciae – infert

Replicam.

In acceptis refertur Fisco R. agnitio placida ejusdem, tempore adhucdum rei publicae polonae, perhibente lustratione anno 1765 exceptioni sub N.° 4° allegata in villa Torki ad tractum olim capitaneatus Medycensis spectante repertum fuisse depositorium salis, a quo census annuus 804 fp. ex fundo camerali solvebatur, non contradicitur, etiam ex parte replicantis post revindicationem Galiciae quidem anno 1775 possessori advitalitiali capitaneatus dicti, Dnae Principissae Sophiae Lubomirska perceptionem census annui quaestionis non tantum pro praeterito in quanto restanti, sed etiam pro futuro, per integrum temporis spatium quo vita ejus duratura esset, assecuratum fuisse, pauloque post, scilicet anno 1776 summum aerarium inter et Celsam Principissam Lubomirska negotium permutationis bonorum contractu exceptioni sub N.° 6° advoluto conclusum mansisse, ex hoc enim negotio indubitatum jus replicantis originem suam trahit. Et quidem:

Docente § 4. contractus sub N.° 6° capitaneatus Medycensis, quem Principissa Sophia Lubomirska jure communicativo possedit, circa faciendam permutationem cum tractu bonorum Dobromil secundum proventus eos aestimatus fuerat, quem ratificata Lustratio de anno 1765 perhibuerat, consideratis scilicet lustratis proventibus ad Summam capitalem reductis, secundum proportionem 20:1. tali ratione fatente ipso fisco regio circa aestimationem capitaneatus saepe dicti in computum etiam venerat annuus proventus 804 fp. per aerarium summum pendendus ad capitale 16080 fp. reductus, haecque quota ab aequivalente, quod Summum aerarium a [illegible] Lubomirska in bonis Dobromil cum coctaris salis Lacko et Huczko ad 2.393,200 fp. aestimatis obtinuerat, detruncabatur.

Itaque falsa est assertio Fisci Regii quasi in contractu provocato nulla mentio census in quota annua 804 fp. possessori praedii Medyka, et respective villae Torki per Summum aerarium solvendi inveniretur. Hoc duntaxat verum est, de jure Summi Aerarii, quod ipsi in salis depositorium quaestionis competat, ibidem nil mentionatum fuisse, quare occasione dum Principissa Lubo-

mirska conquereretur annuum censum totodictum, licet vigore Lustrationis de anno 1765 et puncti 4ti contractus sub N.o 6.o sibi obvenientem nec exsolvi, nec ab illis quae per eandem summo Aerario praestanda fuerant, detruncari, sta-tuta sunt quae in allegato exceptionis sub N.o 7.o conspicua cernuntur, emanavit scilicet jussus, quatenus Principissa Lubomirska in percipiendo censu annuo quaestionis nullam amplius experiatur difficultatem, tum quum Aera-rium Summum se ad praestationem perpetuam ejusmodi census annui obligatum sentiebat, nulla tamen se ratione juris sui ad depositorium salis in Torki reperibile securitate provisum viderit, ut reversales per Principissam Lubo-mirska exarandae exigantur ejus tenoris, quod eadem se ad sustinendum depo-sitorium, vigore contractus sub N.o 6.o suo in dominio jam haerens (: und zu Unterhaltung des Niederlagsorts ihrer der Frau Fürstinn innewohnenden Eigenthum :) obliget. – Ex his antepositis evidenter patet, replicantem circum-stantiis per Fiscum R. adductis, scilicet cameram, ne jus ipsius proprietatis (?) ad hocce depositorium salis etiam commutatione bonorum facta insecurum red-datur, medio dati gubernialis dto. 11. Julii 1775 a Principissa Lubomirska sibi rever-sales exa[illegible]re fecisse acsi ejus tenoris, quod depositorium salis in capitaneatu Medyka existens non ad illam, sed Aerarium camerale pertineat, quodve obligationem suscipiat, depositorium illud erga solutionem salarii 804 fl. reparandi et sustinendi. – Utique obligatio solvendi census ex parte aerarii jam prius extitit, proin medio dti. Gub. sub N.o 7.o naturam remunerationis pro reparatione induere non potuerat.
His praemissis replicans in ordine refutandae exceptionis ulterius attendo eo, quod ipse Fiscus Regius sub N.o 1.o exceptionis suae obligationem praetensam ex contractu sub N.o 6.o procedentem deduci posse admittat prout jus suum etiam eo tempore, quo depositorium quaestionis demolitum existit, tam ex docu-mento exceptionis sub N.o 6.o quam ex illis A. B. C. actionis deduci va-lere, imo debere.

I. Ex instrumento sub N.o 6.o quia ut jam superius memorabatur census annuus, 804 fl. pro Depositorio salis pendendus circa determinationem va-loris capitaneatus Medycensis in computum venerat, hac ratione autem nil superoni potuerat, praeter quam censum hunc per Aerarium camerale continuo pensum iri. Jam sive spectatis secundum decret. aul. dto. 11. Novembris 1796 sanctionibus, Juris Rni fr 18. fr. 19. pr. §2. fr. 38. §10. D. 21. 1. fr. 66. pr. D. 18. 1. sive §§ 153 et 154 III Cod. Gal. sive demum §§ 922 et 923. C. c. a. Aera-rium hac ratione obligationem evictionis praestationis in se coassumpsit. – Non obstat § 933 C. c. a., neque §. 8. contractus sub N.o 6.o posteriore enim obligatio com-paciscentium evictionem sibi mutuo praestandi, tantum pro eo ad tres annos re-stricta est casu, ubi quis tertius ratione rei quaedam fecerat praetensiones, quod etiam de §.o C. c. a. praecitato valet, cujus applicationi ad casum substratum adhuc illud officit, quod statutus ibidem terminus trium annorum a tempore defectus cau-sali, in dato casu a tempore denegatae solutionis census numerari debeat, secus enim id resultaret absurdum § 914. C. c. a. quod dum quis circa venditionem rei alienae

jus

aliciujus possessori ejusdem se censum perpetuum annue pendere obligaverit, post tres annos a die traditæ rei, computando ab ejusdem solutione liber esset. Summum ærarium porro detrectando ulteriorem solutionem census, factum contractu sub № 6. promissum acceptatumque solutionis continuæ census dicti violavit, atque per id proprietario tractus bonorum Medycensis injustum damnum causavit, quum itaque hac ratione ipsum causa existat, quod in re per idem vendita secundum § 922 C. c. u. defectus reperiatur, secundum § 1295 actorem indemnem reddere debet, quæ indemnitas in restitutione in pristinum statum, seu ulteriori solutione census quæstionis, refusioneque pro annis, quibus denegabatur, consistat oportet. Tandem, quia in negotio permutationis dicto bona utraque permutanda æstimata fuerunt, pretiumque ad annussim determinatum extitit, omne id, quod per quamcumque partium permutantium ultra æstimationem solutum fuit, indebite solutum est; quum autem in retributione ex parte Summi ærarii Pppssæ Lubomirska data, capitanealu scilicet Medycensi capitale 16080 fl. ex proventu annuo perpetuo 804 fl. oriens non reperiatur, illud integrum in retributione bonis scilicet Dobromil indebite solutum erat, proin integrum sive quod idem est census annuus perpetuus per 804 fl. præsenti possessori bonorum Medyka debetur.

II. Ex instrumento A. etenim ubi jam supra demonstratum habetur, etiam non existente provocato documento, obligatio summi ærarii ad censum hoc dictum in perpetuum solvendum resultaret, quæ obligatio Summi Ærarii hic tantum repetita prolata cernitur, jam

ad a. negatur stipulatum hic fuisse censum pro eo tantum casu, quando depositorium salis exstabit, negatur censum eundem fuisse tantum in reparationem damni, quod obligatus ideo sentit, quod re sibi propria frui nequiverit, legitur enim quod pro cesso Dominio superficiei cui quæstioni depositorium superstructum fuerat, renunciandi temporibus perpetuis debeatur solarium (: Grundzins :) enimvero restrictionem ejusmodi solarii pendendi, qualem fiscus R. asserit, nec Jus Rom. nec Cod. Gal. nec C. c. u. (§ 1150) novit, neque terminum „Grundzins„ pro sola pensione a Dño utili præstanda sumi, Fiscus Reg. facile ibit infitias.

ad b. Ex his patet negotium documento A. conclusum pactum locationis conductionis nominari non posse, ad quod demonstrandum ipse replicans ad §§ 1122. 1123. et 1125. C. c. u. provocat, tam enim ex contractu sub № 6. quam ex documento A. patet, censum quæstionis perpetue, (in wieczne czasy) solvendum esse, sensus ergo, quem Fiscus R. hoc loco negotio sub A. subtrudere conatur, aperte pugnat, contra clara effata legis, et per § 916 C. c. ut pote hic plane non pertinentem frustra salvari tentatur. Sed dato etiam, ast non concesso, quod negotium quæstionis sit contractus locati conducti, non conceditur obligationem solvendæ ac si mercedis per 804 fr. ex

parte

parte summi erarii, per demolitionem depositorii quaestionis cessasse, quia pactum istud locati conducti quoad tempus durationis suae non est indeterminatum, sed determinatum, tempus scilicet perpetuum, adeoque nunquam expiraturum, sed semper durans, quo stante Fisco Regio a contractu locati conducti nec secundum § 1104 nec 1013. C. c. u. resilire fas erat, non secundum alterum, quia fundus aeri conductus casu non interrit, sed adhuc existit, non secundum priorem, quia casus quem supponat, quod scilicet res conducta obeventus extraordinarios in usum converti nequeat, hic plane non accidit. Facultas ergo Summi erarii a contractu resiliendi exinde derivari deberet, quod illam sibi eamdem reservaverit, jam expresse illud factum non est, sed nec tacite, quia obloquente § 914. C. c. u. negotium ita interpretari debet, ut nullam contineat contradictionem, quae emergeret, sin premisso censu pro temporibus eternis facultas tacita hunc censum quocunque tempore retinendi reservaretur. Quare circumstantia, quod erarium usu depositorii questionis amplius non indiguerit, est casus in eodem emergens, quo non obstante censum continuo solvere tenetur (§ 1107 C. c. u.)

ad c. Sin dato ast negato census quaestionis pro solo fundo, cui depositorium salis superinedificatum fuit solveretur, secundum § 1447 C. c. u. tantum tunc obligatio erarii solvendi solarii cessaret, sin fundus hic casu interiret, ut hoc factum fuisse ipse Fiscus Reg. non aperit, negatur autem restituto fundo erarium se ab ejusmodi obligatione liberare potuisse, quia de tali ejusdem facultate nullibi sermo instituitur. Ceterum citata per Fiscum R. hoc loco § 1448. C. c. u. erronee irrepsisse videtur, quia hac ad casum substratum tam parum quadrat, quam § quidam de tutela agens.

ad d. Ex allegato sub N.ro 7.o luce clarius patet, quemadmodum jam supra dictum fuit, quod erarium de obligatione sua censum ratione depositorii salis a se solvendis haud dubitaverit, reminiscens eorum, quae contractu sub N.ro 6.o statuta fuere, itaque negatur exaratis reversalibus sub A. limites mandati ad L. B. de Sternbach directi excessos fuisse, etenim preterquam quod illud jus proprietatis in depositorium salis possessori capitaneatus Mogyensis competens agnoscat, hunc tandum modo ad reparationem Depositorii questionis obligatum esse cepit, fam reversalibus A. heredes Principissa Lubomirska plus fecerunt, proprietati enim in depositorium penitus renunciarunt, reservato sibi quod jam ex contractu permutationis sepe dicto pacticum fuit, jure ad censum perpetuum percipiendum. Si itaque Fiscus Regius ob non acceptatam ibi documento A. factam reservationem census perpetui a summo erario quo superficiario omnibus bonorum Mogyka proprietariis pendendi, obligationem hactenus cessasse aperit, consequenter admittere tenebitur, nec renunciationem in dominium depositorii salis documento sub N.ro 7.o agnitum, eodem haud postulatum acceptatam fuisse, sub hac enim sola et unica conditione heredes dicta Principissa huic renunciarunt. Cum autem ipse Fiscus Regius agnoscat,

domi..

dominium in quaestionis Depositorium per Summum aerarium acceptatum fuisse, quum tandem id allegatum actionis A. vi cujus Demolitio depositorii alto Decreto Camerae aulicae praedisponitur, extra omnem ponet controversiam, necessaria inde fluit consequentia, quod reversales A. per Summum aerarium in integro tenore acceptatae fuerint. Quemadmodum ergo is, cui res quaedam ea lege offerebatur, ut pro eadem determinatum solvat quantum, re sibi tradi jussa, postea que destructa, non quaedo, natarius rem acceptasse, sed secundum §863 l.c.u. quasi in pretium determinatum consentiens censendus venit, – quemadmodum ille, qui probationem suam solam in adversarii confessione sive eumum haec sit ore sive scripto prolatam fundat, confessione hac integra non rejectis circumstantiis sibi contrariis uti debeat. (§176. l. Jud.) summum aerarium suam voluntatem indubitate manifestando, quod dominium depositorii quaestionis acceptaverit, idque pro pretio vendi jusserit, quodque id documento A. innixum probet, etiam in retributionem ad se praestandam in censum tot dictum consensum dedisse cogitari debet.

ad e. Sub his circumstantiis indifferens est, utrum actor fundo, cui depositorium quaestionis superaedificatum fuerat, utatur vel secus, negatur etiam replicantem hoc fundo uti, negatur eundem quempiam probare posse utilitatem, cujus legitima est consequentia, quod id quod ab utilitate e fundo uesi percepta deficit, petere non potuit, nec debuit. Fiscus R. ipse fatetur, aerarium per actorem in usu depositorii quaestionis nunquam turbatum fuisse, neque nunc, quum semper fundus fatus usui Summi Aerarii pateat, turbari, quod autem hic usui Summi Aerarii amplius necessarius non sit, est casus quem secundum §1107 et 1311 l.c. ipsum aerarium ferre tenetur.

ad f. Recte ex contractu sub N.o 6.o per Fiscum R. adducto jus replicantis actione sua praetensum indubitate evincitur, §.8. enim hujus contractus ad casum substratum, plane applicari non potest, et si etiam dato ast non concesso applicari posset, triennium in eadem ratione evictionis praestandae, a tempore eo numerari deberet, quo defectum in reditu ipsum aerarium causaverat. Quo itaque jure Fiscus Regius jus replicanti ex documento A. in conjunctione cum contractu permutationis sub N.o 6.o competere negaverit, sufficienter Excelso Judicio his antepositum replicans credit.

II. Ex instrumento B. Clare enim ex eodem patet, reversales A. Regio Gubernio exhibitas, atque ab eadem trutinatas fuisse, agebatur solum de eo, utrum eadem per Summum aerarium acceptandae sint, vel secus, quapropter a Fisco Regio opinio eatenus expostulabatur, quo facto, cum hisce reserte contradicatur, ac si Fiscus Regius veram indolem rei sat perspectam non haberet, ac si ignoraret hacte nus speciale quoddam mandatum ante multos annos emanatum fuisse, eatenus, quo relationes ac si longe alias subversari, is opinionem suam eo declaravit: Quod in Aufnahme des Gehaltes nil obmoveniam habeat, qua opinione per R. Gubernium atque administrationem salinarem ad notam sumpta, intabulatio reversalium A. praedisponebatur.:

Ex consideratione horum juncta cum circumstantia, quod:

ad 1^m. Documentum A. intabulatum fuerit, luce clarius patet, tacitam documenti A. in integro ejus tenore acceptationem ex parte Summi Ærarii subsequutam fuisse, oblato enim per haeredes Principissae Lubomirska jure superficiario et dominio depositorii salis quaestionis sub hac unica conditione, ut proprietariis tractus bonorum Medyka pro eadem continuus census 804 fl. solvatur, et eodem per summum ærarium super bonis Medyka intabulari praedisposito et intabulato, secundum § 863 indubie etiam obligatio retributionis scilicet solvendi census continui acceptata habetur, negatio igitur ex parte Fisci Regii intabulationem actum talem non esse, ex quo tacite voluntas colligi non valeret, reflectenda haud venit, ex quo fluit –

ad 2dam. Circumstantiam illam, quod documentum A. dumtaxat in statu passivo bonorum Medyka intabulatum habeatur, conventum non opitulari, siquidem in statu activo ex natura rei intabulari non potuerit, atque de caetero intabulatio in statu passivo pro securitate summi ærarii suffecerit.

ad 3um. Quod acceptatio ex parte Summi Ærarii in ipso documento A. conspicua non cernatur, non probat eandem subsequi non potuisse, non statuta enim secundum § 884 c. c. u. per partes expressa conditione ut pactum scripto ineatur, indifferens est utrum promissionem scripto factam, acceptatio scripto vel non scripto expresse vel tacite facta insequatur, quod autem acceptatio ex parte Summi Ærarii subsequuta sit, supra jam deductum atque probatum habetur. Ad extremum demonstrato eo, quod ex documentis A. et B. in nexu suo consideratis, jus proprietarii tractus bonorum Medyka pro usu juris superficiario depositorii salis in villa Torki reperibilis aeternis temporibus censum quaestionis percipiendi prono fluat alveo, res demonstratu difficilis haud est, momenta per Fiscum Reg. ad III. prolata nullius ferme esse roboris.

Ultimo tandem loco expedit commemorare obmotam per Fiscum R. praescriptionem ratione census pro anno 1821 petendi reflectendam haud venire, siquidem actio eatenus jam initio anni 1824 exportata habeatur, proin triennium juris petendae pensionis vel census annui petendi praestitutum, elapsum non sit, – etenim:

ad 1^m Contradicit hoc loco assertum expressionibus documenti A. in so weit selbes, sie Obereigenthümer desselben angeht, sämmtlich auf solche in ewige Zeiten hiemit begeben, sich und ihren Erben hingegen lediglich den bestehenden Grundzins . . . in ewige Zeiten vorbehalten, e quibus in cohaerentia cum §§ 1125 et 1126 c. c. u. abundanter patet, censum quaestionis possessoribus boni Medyka sive depositorio salis ærarium utatur, sive secus, sive illud fundo superaedificatum deterioratum sit, vel casu interierit, quid dicam si ex voluntate summi ærarii, quemadmodum nunc est dirrutur, temporibus aeternis deberi. –

ad 2um. Negatur acceptationem ex parte Fisci R. factam absque mandato Regii Gubernii praecessisse, infundatum esse, illud assertum probat allegatum sub B. – Dato etiam ast fortiter negato, Fiscum Reg. circa intabulationem allegati A. ex quo acceptationem ejusdem in toto ejus tenore indubitatissime fluere nemo non videt, – consensum non expetiisse, nec obtinuisse, consensus hic per supremam Cameram aul. datus extitit, asserente enim ipso Fisco Regio depositorium salis in Torki reperibile pro re summi ærarii

dis=

divenditum fuit, ex quo ejusdem actu patet, dominium in salis depositorium, quod originarie ad proprietariam tractus bonorum Medyka, et respective Torki pertinuisse, jam ex contractu sub № 6°, specialiter ex ejus §4° ubi omnia in iisdem bonis reperibilia aedificia in perpetuum ipsis Dominii, um traduntur. tum ex allegato sub № 7° ut supra jam demonstratum fuit, patet, documento A. per haeredes Principissae Lubomirska oblatum acceptatum fuisse, hoc autem asserere, quin tamen in eodem documento A. retributio stipulata, census scilicet in perpetuum solvendus ex parte Summi Aerarii acceptatus fuerit, ridiculum est asserere.

Hac ratione replicans abunde deduxisse credit, quod sive assertum Fisci Regii documentum A. ex parte Summi Aerarii acceptatum haud fuisse vel secus, pro vero assumatur, in utroque casu replicanti etiam in eum eventum census perpetuus 804 fp. debeatur, si depositorium salis quaestionis, quemadmodum nunc est, ad mandatum supremae camerae aulicae directum fuerit, etenim

1° Sin datur, non tamen concesso eo, documentum A. ex parte summi aerarii acceptatum haud fuerit, apparet nullum ejus punctum, proin nec resignationem Dominii in depositarium quaestionis, a proprietariis bonorum Medyka factam, per summum aerarium acceptatam fuisse, si id autem est, nulla novatione subintrante, regreditur originaria juris relatio contractu permutationis sub № 6° fundata, ex hoc autem solo atque per se considerato obligationem summi aerarii tot fatam patescere, non est, qui non videret; jam

2do pernegato, atque sufficienter probato eo, documentum A. suo in integro tenore, acceptatum fuisse, verbis ipsius sole clarius edisserentibus, jus replicantis actionando praetensum solidioribus jam non potest fulciri argumentis.

Quibus antepositis replicans Dnus Josephus Benedictus binominis Pawlikowski supplicat demisse Excelso Judicio conclusioni actionis in toto deferri, atque Fiscum Regium ad litis expensas hic sub H. liquidatas condemnare, non dedignari. —

H.

Cas. Wysłobocki

Praes. 7 July 830

18734

Communicatur parti adversae ad exhibendam intra 14 dies duplicam Decretum in Consilio C. R. Regii Fori Nobilium Leopoli 14 Julii 830

3 Aug.

a 4 31 July 830

28757 - 184.

Przybyłkzy

Ad

Excelsum C. R. Forum Nobilium Leopoliense

Replica

ad Nro 19905/829

Dni Josephi Benedicti binominis Pawlikowski

contra

Fiscum Reg. Altissimo aerario assistentem

puncto solvendi quovis anno census a fundo pii salis deposito, rum in territorio tractus bonorum Medyka penes Pagum Torki accepato in quota annua a 201 fr. seu 804 fp.

Wyślakowski

in duplo.

P. D. Josepho Benedicto binom. Pawlikowski

p. Wyślakowski

Excelsum Judicium!

Dnus evocatus Benedictus binominis Pawlikowski, in causa sua contra Fiscum R. summo ærario camerali assistentem pto solvendi annui census a fundo per salis Depositorium in territorio tractus bonorum Medyka penes pagum Torki occupato in quota annua 201 fl seu 804 flp. exceptionem Fisci R. de præs. 5 Aug. 829 ad Nrum 19905 exhibitam, de 29 Aug. e. a. sibi communicatam, eliminatam, sequentem obtenta præmissione incompetentiæ contumaciæ — infert

Replicam:

In exceptis refertur Fisco R. agnitio eodem eodem tempore dudum republica polona, perhibente lustratione a. 1765 exceptioni sub Nro 40 allegata in villa Torki ad tractum olim capitaneatus Premisliensis spectante apertum fuisse Depositorium salis, a quo census annuus 804 flp ex fundo camerali solvebatur; non contradicitur etiam ex parte replicantis post occupationem salinarum possessori hæreditaria capitaneatus dicti perceptionem census annui quæstionis non tantum pro præterito

[X eodem anno 775]

[F Dnæ Principissæ Sapientiæ Lubomirska]

in quanto restanti, sed etiam pro futuro, per integrum temporis spatium quo vita ejus duratura esset, adjudicatum fuisse, quamlibet post F summum ærarium inter X dictam Principissam Lubomirska

[E cit. a. 1776]

negotium permutationis bonorum contra ita exceptioni sub N° 6° adoluto, conclusum mansisse, ex hoc enim negotio [illegible] indubitatum ius [illegible] originem suam trahit. Et quidem:
[illegible] est contractus sub N° 6° capitanealus Medycensis, quem Dpssa Sophia Lubomirska iure communicativo possedit, circa faciendam permutationem contractu bonorum Dobromil secundum proventus eos estimatus fuerat quem rectificata lustratio de A. 1765 perhibuerat, consideratis scil. lustratis proventibus ad summam capitalem reductis, secundum proportionem 20:1 — tali ratione latente ipso Fisco regio circa estimationem Capitaneatus ejusque dictis in computum etiam venerat annuus proventus 804 fpl ad capitale 16,080 fpl reductus, hocque quota ab equivalente quod [illegible] (erarium) a Dpssa Lubomirska in bonis Dobromil cum [illegible] turris catis Lacko et Hurko ad 2,393,200 fpl estimatis (obtinuerat) detruncabatur.

(per erarium summum [illegible] pendendus

Itaque falsa est assertio Fisci R. cum in contractu praevocato nulla mentio [illegible] in quota annua 804 fpl possessori [illegible] respective [illegible] per summum erarium solvendi inveniretur. Hoc duntaxat verum est de iure summi erarii quod ipsi in

catis depositorium quaestionis competat ibidem nihil mentionatum fuisse; quare occasione, dum Dpssa Lubomirska conquereretur annuum unum subditum, licet vigore lustra-

Kasper Zelanuski Ahraham ... Mikita Mihata; ... Ludwik Koranice Thomam ... inveraunt Wojt przysięgli ... ex ... Kaliatycki

... de a. 765 ... puncti 4ti ... contractus sub No 6to citi obvenientem nec excolui, nec ab illis quae ... per eadem ... praestanda fuerant detruncari, statuta ... quae ... allegato exceptionis sub No 7o conspicua cernuntur, (emanavit) scil. jussus, quatenus Dpssa Lubomirska in percipiendo unico annuo quaestionis nullam amplius experiatur difficultatem, tum, quum aerarium cum ... se ad praestationem perpetuam ... annui obligatum sentiebat, nulla tamen se ratione juris sui ad depositorium salis in ... (accessit) ... et reversales ... Dominii ... eius tenoris, quod eadem se ad sustinendum depositorium ... suo in dominio ... obligat. ... evidenter patet ... Dpssae adductis, scil. cameram ne jus ipsius proprietatis (?) ad hocce depositorium salis ... etiam commutatione bonorum facta inservium reddatur, medio Dti gubernialis de dto 11 Julii 1775 a Dpssa Lubomirska uti ... reversales exarari fecisse ... ejus tenoris, quod depositorium salis in capitaneatu Medyka

Vigore contractus sub No 6o

[("und zu Aufrechterhaltung ... ohne ... Eigenthum ...)]

existens non ad illam, sed ad aerarium camerale pertineat, quodve obligationem suscipiat, ~~illud~~ depositorium illud erga solutionem salarii 804 fl reparandi & sustinendi. Ubi obligatio solvendi census ex parte aerarii jam prius extitit, proin ~~[illegible]~~ per medio d[ic]ti gub. sub No 7o veteram remunerationis pro [illegible]tione induere non potuerat.

His praemissis replicans in ordine refutandae exceptionis, ulterius, ~~atten~~ attento eo quod ipse Fiscus R. sub No III exceptionis suam obligationem praetensam ~~[illegible]~~ ex contract. ~~sub~~ No 6o producto deduci (admittat) propr[illegible] probat jus suum [etiam eo tempore quo depositorium praestitum [illegible] tit, ~~sibi competere~~] tam ex documento exceptionis sub No 6o quam ex illis A, B, C, actionis deduci valere, imo debere.

I. Ex instrumento sub No 6o, quia ut jam superius memorabatur ~~[illegible]~~ census annuus 804 fl pro depositorio salis pendendus, circa determinationem saloris capitaneatus [illegible]ensis in computum venerat, hac ratione autem [illegible] ~~[illegible]~~ [illegible] potuerat, praeter quam ~~quod~~, ~~[illegible]~~ censum hunc per aerarium camerale continuo pensum iri, jam sine spectatis ~~[illegible]~~ [sanctionibus] ex d.a. [illegible] 11. Nov. 1796 [Iuris [illegible] fr. 18. fr. 19. pr. § 2. tit. 38 [illegible] D. 21. 1. – tit. 56. pr. D. 18. 1. sive §§ 153 & 154. III. Cod. Salic. sive demum §§ 922 & 923 C.c.n. [illegible] [hac ratione obligationem cui Fiscus praestationis in se suscepit] ~~[illegible] capitaneatum pro [illegible]~~.

Non obstat § 933 C.c.n. nec § 8. con-

2)

~~tamen № 6° [illegible]~~ hoc

~~in casu plane cessat applicatio, non tangitur enim hic de defectibus rei per ipsum venditorem post contractum initum causatis; quem nullo in casu gravius arceri, e, detrectando ulteriorem census solutionem, causasse dici debet~~

tractus sub № 6° posterior enim ~~tantummodo~~ obligatio compacisentium evictionem sibi mutuo praestandi tantum pro eo ad tres annos restricta est casu, ubi quis tertius ratione rei quasdam faceret praetensiones, quod etiam de § 0 c. c. [illegible] valet, cujus applicatio ad casum substratum adhuc illud efficit quod statutus ibidem terminus trium annorum a tempore defectus causati ~~[illegible]~~ ~~numerari~~ in dato casu a tempore denegatae solutionis census, numerari debeat, secus enim id resultaret absurdum, quod dum quis circa venditionem rei alicujus, possessori ejusdem se censum perpetuum annue solvere obligaverit post tres annos de traditis rei ~~[illegible]~~ compensando ab ejusdem censu liber esset.

10°

~~[illegible] [illegible] [illegible] [illegible] [illegible] ex capite evictionis [illegible] [illegible] per alteram [illegible] quia tamen~~ (annuum) perpetuum (censum) praestandi ulteriorem solutionem census semel [illegible] acceptatum conditionis (continuus) [illegible] violavit, a [illegible]

(§ 914 c. c. n.)

* tantum contractu sub № 6°

per id proprietario fratibus bonorum Medycensis injustum damnum causavit, quem ~~[illegible]~~ illa hac ratione ipsum causa existat, quod in re per eidem vendita sec. §922 l.c.c. defectus reperiatur, sec. §1295 autorem indemnem reddere debet, quae indemnitas in restitutione in pristinum statum, ~~[illegible]~~ seu ulteriori solutione census quaestionis refusioneque pro annis quibus denegabatur, consistat oportet. Tandem quia in negotio permutationis dicto, bona utraque permutanda aestimata fuerint, pretiumque ad amissum determinatum extitit omne id quod per quamcumque partium permutantium ultra aestimationem solutum est, indebite solutum est, quum autem in retributione ex parte summi aerarii Dpsse Lubomirska data, capitaneatu scil. Medycensi, capitale 16080 fl. ex proventu annuo perpetuo 804 fl. oriens non reperiatur, illud integrum in retributione, ~~[illegible]~~ bonis scil. Dobromil indebite solutum erat, proin integrum sive quod idem est census annuus perpetuus per 804 fl. praesenti possessori bonorum Medyka debetur.

II Ex instrumento st. Etenim uti jam supra demonstratum habetur etiam non existente praedicto documento obligatio summi aerarii ad censum totdictum in perpetuum solvendum exstiterat, quae obligatio summi aerarii sine dubium capitale praecernitur, jam

ad a) negatur stipulatum hic fuisse
censum pro eo tantum casu, quan-
do depositorium salis extabit, ne-
gatur censum eundem fuisse tan-
tum in reparationem damni quod
obligatus ideo sentit, quod re sibi
propria uti nequiverit; igitur cen-
sum quod pro cesso dominio superficia-
rii questionis depositorium super-
structum fuerat, renunciantibus tem-
poribus perpetuis dicatur sola-
rium (Grundzins), enimvero restrictio-
nem [illegible] solarii pendendi, qua-
lem fiscus R. asserit nec L. Rom.
nec [illegible] nec C. c. u. (§1150)
noscit, neque terminum: „Grund-
zins" pro sola pensione a dno utili
praestanda sumi, fiscus
R. facile ibit inficias.

ad b. Ex his patet negotium documen-
to [illegible]
conductionis nominari non posse,
sed dato etiam [illegible]
demonstrandum ipse replicans ad
§§1122, 1123 & 1125 C. c. u. provocat,
tum enim [illegible]
[illegible]
[illegible] questionis [illegible] (in
ewigen Zeiten) solvendum esse, cen-
sus ergo quem fiscus R. hoc loco
negotio sub [illegible] subtrudere conatur
[illegible]
legis, & per §916 (utpote hic ple-
ne non pertinentem frustra cal-
vari tentatur. Sed dato etiam
ast non concesso quod negotium

questionis sit contractus locati conducti, non [illegible] obligationem [illegible] (aus) [illegible] per 804 R. ex parte summi erarii, per demolitionem depositorii [illegible] [illegible], quia pactum istud locati conducti [illegible] [illegible] [illegible] [illegible] [illegible] determinatum sed determinatum, tempus sit perpetuum adeoq numquam [illegible] [illegible] [illegible] durans, quo stante [illegible] R. a contractu l. c. nec sec. § 1104 nec 1013

C. c. u. recilire fas erat, non secundum (alteram) [illegible] quia [illegible] [illegible] [illegible] casu non interiit sed adhuc existit, non secund. [illegible] ~~alteram~~ priorem, quia [illegible] [illegible] [illegible], quod res conducta ob eventus extraordinarios in usum converti nequeat, hic plane non accidit. Facultas ergo summi erarii a contractu resiliendi exinde derivari deberet, quod illud sibi eandem reservaverit, jam expresse illud factum non est, sed nec tacite, quia obloquente § 914 C. c. u. negotium [illegible] interpretari debet [illegible] [illegible] [illegible] continent contradictionem, [illegible] [illegible] [illegible] [illegible] [illegible] censu pro temporibus eternis, facultas tacita hunc censum quocunque tempore retinendi reservaretur. Quare circumstantia quod erarium usu depositorii questionis amplius non indiguerit est casus in eadem emergens, quo non obstante censum con[illegible] solvere tenetur (§ 1107 C. c. u.)

[illegible] [illegible] dato aut negato [illegible] [illegible] [illegible] pro solo [illegible] [illegible] [illegible] [illegible] salis superinaedificatum fuit

[illegible] § 1447 [illegible]
tum obligatio [illegible] solvendi
salarii cessaret, sin fundus hic
[illegible] interiret, sed hoc factum
fuisse per [illegible] R. non asse-
rit; negatur autem [illegible]
fundo [illegible] se ab [illegible]
obligatione liberare ~~[illegible]~~ po-
tuisse, quia de tali [illegible]
facultate nihil [illegible]
[illegible]. [illegible] per [illegible]
R. hoc loco § 1448 Cod. civ. [illegible]
[illegible] videtur, quia [illegible]
[illegible] [illegible] [illegible]
quadrat quam [illegible] de
tutela agens.

Ad 9. Ex allegato sub No 7o
[illegible] patet, quemadmodum jam [illegible]
[illegible] fuit, quod [illegible] de obliga-
tione sua [illegible] ~~[illegible]~~ ratione [illegible]
[illegible] a se solvendi [illegible]
[illegible] [illegible] [illegible]
[illegible] sub No 6o [illegible] fuere, itaque
negatur [illegible] reversalibus sub A)
limites mandati ad [illegible] de [illegible]
[illegible] [illegible] excessos fuisse. Nam
praeterquam quod illud jus proprieta-
tis, ad depositorium salis possessori
capitaneatus Medycensis competens a-
gnoscat, hunc tantummodo ad reparatio-
[illegible] [illegible] quaestionis obligatum
[illegible], [illegible] reversalibus sub A) [illegible]
[illegible] Lubomirska plus fecerunt,
[illegible] enim [illegible] depositorium
penitus renunciarunt, reservato sibi,
quod jam [illegible] contractu permutatio-
[illegible] dicto petitum [illegible],
[illegible] perpetuum percipiendum.

ipsa oppositionis

⌐ depositorii satis

1° Itaque Fiscus R. ob non acceptationem ausi documento ita [illegible] [illegible] onus perpeti a summo [illegible] ⌐ omnium dominium [illegible] praemissis [illegible], obligatio [illegible] hactenus cessasse asserit, consequenter admittere tenebitur, nec renunciationem in Dominium ⌐ ~~quod~~ documento sub № 7° agnitum, eodem haud postulatam acceptatam fuisse, sub hac enim sola & unica conditione heredes dicta ipsa huic renunciaverunt. Quum autem ipse Fiscus R. agnoscat Dominium in quaestione Depositorium per summum Aerarium acceptatum fuisse, quum tandem id allegatum actionis A, ⌐ cujus donatio depositorii ab ~~[illegible]~~ illo [illegible] [illegible] [illegible] [illegible], extra omnem ponet controversiam, necessaria inde fluit consequentia, quod reversales +) per summum Aerarium in integro tenore acceptata fuerint. Quemadmodum ergo is cui res quaedam ea lege offerebatur, ut [illegible] eadem determinatum solvat pretium, rem sibi tradi jussit, posteaque destructa, ~~in quantum~~ non qua donatarius rem acceptasse ~~[illegible]~~, sed uti § 863 C. c. u. qua in pretium determinatum consentiens, censendus venit, ~~summum aerarium indubie~~ quemadmodum ille qui probationem suam sola in adversarii [illegible] ~~fundat~~ – sive deinum haec sit ore sive scripto pro-

tata- fundat, confessione hac integra
ion rejectis circumstantiis sibi con-
trariis uti debeat (§176 C. Jud.): com-
munem ærarium suam com[illegible]
[illegible] [illegible] quod do-
minum depositorii quæstionis accep-
tav[illegible] quodque [illegible]
universum probet, etiam in retribu-
tionem a se præstandam, in cenon
toleratum consensum dedisse, cogita-
ri debet.

ad e. Sub his circumstantiis indiffe-
rens est utrum actor fundo in
depositorium quæstionis superædi-
ficatum fuerat, utatur vel secus,
negatur etiam replicantem
in fundo uti, negatur eundem
quampiam præbere posse uti-
litatem, cujus legitima est conse-
quentia quod id quod ab utili-
tate e fundo sui percepta, de-
fuit restare nec potuit nec de-
buit. Siquidem R. ipse fatetur æ-
rarium per auctorem in usu de-
positorii [illegible]
turbatum fuisse; neque nunc, quum
semper fundus latus usui [illegible]
ærarii pateat turbari; quod autem
lu usui summi ærarii amplius
[illegible] non sit, est usus quem
[illegible] §1007 & 1311 Cod. civ. ipsemet
[illegible] [illegible] tenet.

ad f. Recte ex contractu sub N° 60
per Fiscum R. adoluto jus repli-
cantis actione sua prætensum indu-
bitate deducitur, § 8 enim hujus
contractus ad casum substratum

ridque pro prætio
sendi [illegible]

plane applicari non potest, et si etiam dato act non concesso applicari posset, biennium in eadem ratione evictionis praestandae a tempore eo numerari deberet, quo defectum in reditu ipsarum erarium causaverat. Quo itaque jure Fiscus R. jus replicanti ex documento A) in conjunctione cum contractu permutationis sub No. 6o competere negaverit, sufficienter Excelso Judicio his antepositum replicans credit.

II Ex instrumento B. clare enim ex eodem patet reversales ~~et~~ A) R. Gubernio exhibitas atque ab eodem extradatas fuisse, agebatur solum de eo, utrum eaedem per cum eum erarium acceptandae sint vel secus, quapropter

a. Fisco R. opinio eatenus expostulabatur, quo facto, ~~in eo Debuerit~~ cum hinc aperte contradicatur aci Fiscus R. veram indolem rei sat perspectam non haberet, aci ignoraret hactenus speciale quoddam mandatum ante multas annos emanatum fuisse, ~~quandoque aci~~ eatenusq relationes aci longe alias subversari in opinionem suam eo Deberaverit: quod in Ausführung der Ansuchung nil obmovendum habeat, qua opinione ad notam sumpta intabulatio reversalium A. praedisponebatur. Ex consideratione horum juncta cum circumstantia

[per R. Gubernium atque administrationem salinarem]

quod ad 1um) Documentum A) intabulatum fuerit, luce clarius patet tacitam documenti A) in integro ejus tenore acceptationem ex parte cumuni

4)

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aerarii subsequutam fuisse, oblato enim per heredes Psse Lubomir-ska jure superficiario. & dni nio depositorii talis quaestionis sub hac unica conditione, ut proprietarius tractus bonorum Medyka pro eadem continuus census 804 fl dotatur, & eadem per summum aerarium super bonis Medyka intabulari praedisposito & intabulato, sec § 863 indubie etiam obligatio retributionis seu solvendi census continui acceptata habetur, negatio igitur ex parte Fisci R. intabulationem autum talem non esse ex quo tacite voluntas colligi non valeret, reflectenda haud venit, ex quo fluit

ad 2um circumstantiam illam quod documentum et duntaxat in statu passivo bonorum Medyka intabulatum habeatur ~~quo~~ conventum non opitulari, siquidem in statu activo ex natura rei intabulari non potuerit, atque de cetero intabulatio in statu pass. pro securitate ~~Fisi~~ summi aerarii sufficerit.

ad 3um Quod acceptatio ex parte summi aerarii in ipso documento et conspicua non cernatur, non probat eandem subsequi non potuisse, non statuta enim sec. § 884 C.c.v. per partes paciscentes expressa conditione ut pactum scripto ineatur indifferens est utrum promissionem sive pla~~c~~ pactum acceptatio scripto vel non scripto expresse vel tacite facta insequatur,

quod autem acceptatio ex parte summi aerarii subsequuta sit, super jam deductum atque probatum habetur. Ad extremum demonstrato ~~ad extremum~~ eo quod ex documentis A & B in nexu suo consideratis jus proprietarii tractus bonorum Medyka pro usso jure superficiario depositorii salis in villa Borki reperibilis, aeternibus temporibus census quaestionis percipiendi prono fluat alveo, res demonstratu difficilis haud est, momenta per Fiscum R. ad III prolata nullius ferme esse roboris (~~momenti~~) clenim: ad 1um contradicitur hoc loco assertum expressionibus documenti A: in so weit selbes das Oberflächliche desselben ~~betrifft~~ angeht, sämmtlich auf selbes in meinen Gütern hiemit übergeben, ich und meine Erben hingegen lediglich den bestehenden Grundzins ... in meinen Gütern ... [illegible], e quibus in coherentia cum §§ 1125 & 1126 C. c. u. abundanter patet censum quaestionis possessoribus boni Medyka sive depositorium salis ~~fund~~ aerarium utatur sive secus, sive illud fundo superiori ~~superiore~~ dijunctum heridarum sit vel cum inferiori ~~dirus~~, quid dicamus si ex voluntate summi aerarii ~~directi~~ quemadmodum nunc est directur, temporibus aeternis deberi. ad 2um Negatur acceptationem ex parte Fisci R. factam atque mandato R. Gubernii praecessisse, ~~falsi~~ infundatum esse

Ultimo tandem loco expedit commensae abnotari per Fiscum R. praescriptionem ratione census pro anno 1828 petendi reflectendam haud esse siquidem actio catenus jam initio anni 1828 exportata habeatur, proin triennium, juris petendae pensionis vel census annui petendi praestitutum, elapsum non sit.

~~totum hinc dicti~~ illud asertum, probat alleg. sub B. Dato etiam ast fortiter contradicto ~~[illegible]~~ Fiscum R. circa intabulationem allegati A. – ex quo acceptationem ejusdem in toto ejus tenore indubitatissime fluere nemo non videt – consensum non expediisse nec obtinuisse, consensus hic per supremam cameram aul. datus exhibetur, aserente enim ipso Fisco R. depositorium salis in Torki reperibile pro re summi aerarii divenditum fuit, ex quo ejusdem ~~summi aerarii~~ actu patet, dominium in salis depositorium F documento A. per heredes Josephi Lubomirska oblatum acceptatum fuisse, hoc autem aserere, quin tamen in eodem documento A. retributio stipulata, census scil. in perpetuum solvendus ~~pro acceptatione~~ ex parte summi aerarii acceptatus fuerit, ridiculum est aserere.

F (quod originarie ad proprietarium tractus bonorum Medyka respective Torki pertinuisse jam ex contractu sub No. 6o speciatim ex ejus §4 ~~[illegible]~~ ubi omnia in iisdem bonis reperibilia aedificia in perpetuum Dplis dominum traduntur, tum ex allegato sub No. 7o ut ~~[illegible]~~ supra jam demonstratum fuit, patet)

~~Deducto igitur hac ratione eo quod jam sec. tenorem contractus sub No. 7o ~~et Lustratione~~ in nexu cum Lustratione No. 4o, ~~[illegible]~~ ~~etiam~~ admisso eo quod census perpetuus 804 fl. pro depositorio salis proprietariis bonorum Medyka debetur, si etiam admitteretur quod tamen negatur~~

Hac ratione supplicans abunde deduxisse credit, quod sine asertum Fisci R. dominium A. [ex parte summi aerarii] acceptatum haud fuisse vel verus pro vero assumatur, in utroque casu, supplicanti etiam in eum eventum census

perpetuus 804 fl. debeatur, in depositorium talis quaestionis, quemadmodum nunc est ad mandatum supr. camerae aul. directum fuerit, etenim

1o sin datur, non tamen concesso eo, documentum ‹A› per ‹+› parte summi aerarii acceptatum haud fuerit, apparet nullum ejus punctum, praeter resignationem dominii in depositorium quaestionis per summum aerarium acceptatam fuisse, et id autem est, nulla novatione subintrante regreditur originaria juris relatio contractus permutationis sub ‹H› ‹B›o fundata, ex hoc autem solo atque per se considerato, obligationem summi aerarii tot latam patescere, non est qui non videret, jam

2o pernegato atque sufficienter probato documentum ‹A› ~~acceptatum~~ suo in integro tenore acceptatam fuisse, verbis ipsius sole clarius edifferentibus jus replicantis actionandi praetereum solidoribus jam non potest fulciri argumentis. (vide in praeced. pag.)

Quibus antepositus replicans D.us Josephus Benedictus binominis Paulikowski supplicat demisse Excelso Judicio ~~primo~~ confessionis actionis in toto deferri, atque Fiscum R. ad litis expensas hic sub ‹H› liquidatas condemnare non dedignari.

In proprietarius bonorum Medyka factam

C. ‹?› in

12	15
12	15
12	15
12	15
5/5	‹?›

Replica

ad N.o 19905/829

D. Josephi Benedicti binominis Paulikowski

contra

Fiscum R. altissimo aerario assistentem

puncto solvendi quovis anno census a fundo, per talis depositorum in territorio tractus bonorum Medyka penes pagum Torki occupato, in quota annua 707 fl. cr. ‹H›) 804 fl.

per Zgl...

Informatio

ad formandam replicam in causa ex actoratu Dni Josephi Benedicti Pawlikowski contra fiscum regium, Summo Aerario assistentem, puncto solvendi quovis anno census in quota 201 flor. seu 804 flor. pol. a fundo per salis depositorium in bonis Torki occupato praetensi.

Si tenor Exceptionis fisci regii rite trutinetur, tota vis hujus Exceptionis sequentibus nititur objectionibus:

1mo Quod declaratio haeredum olim Sophiae De Comitibus Krasińskie Principis Lubomirska, actioni sub A. adjacens, pro jure petendi assumpta, sit unilateralis eorundem haeredum voluntatis actus, a Summo Aerario, et respective ab Excelso Horum Regnorum Gubernio, haud acceptatus: hoc igitur Declaratio, tanquam unilateralis privatus haeredum Dictae Principis Lubomirska actus, tantum contra eosdem probat, et tantum eos, non vero etiam Summum Aerarium, obligat.

2do Quod, quamvis haec declaratio talis, qualis est, instante fisco regio, super tractu bonorum Medyka in toto suo tenore pro re Summi Aerarii intabulata sit, iste tamen fisci regii actus pro totius hujus declarationis acceptatione, adeoque etiam pro acceptatione reservationis census 804 flor. pol. a Summo Aerario quovis anno perpetuis temporibus solvendi; ~~in~~ in eadem declaratione contenta, sumi nequeat, partim ideo,

a. quod fiscus regius facultate, ejusmodi reser-

(nomine Summi Ærarii
vationes) (acceptandi, hocque modo pac-
tum cum hæredibus Ppis Lubomir-
ska ineundi, non habuerit; partim
vero ideo,

6. quod hoc suo actu fiscus regius tan-
tum [struck] agnitionem juris
dominii depositorii Salis, Summo Æra-
rii competentis, hac declaratione per
hæredes præfatæ Ppis Lubomirska
editam, non vero etiam adjectam
hujc agnitioni reservationem juris
ad annuum censum 804 fl, a Sum-
mo Ærario perpetuis temporibus sol-
vendum, acceptasse censendus sit; ‖ quia tantum priorem, non vero etiam posteriorem, pro re Summi Ærarii intabulari curavit.

3tio Quod denique, etiam si iste fisci re-
gii actus pro hujus declarationis in
toto ejus tenore acceptatione, Sum-
mum Aerarium obligante, sumi
posset ac deberet, ne tali quidem in ca-
su actori jus esset, quæstionis census
solutionem a Summo Ærario, salis de-
positorio jam directo, atque fundo,
cui istud depositorium salis inhi-
debat, [struck] usui actoris restituto,
exigendi; cum hujusmodi quæstio-
natæ declarationis acceptatione
pactum locati conducti fundi, cui
istud depositorium salis insistebat,
inter hæredes olim Ppis Lubomir-
ska et Summum Ærarium esset
enatum, cujus duratio, cum pac-
to determinata non sit, ab ar-
bitrio unius

alteriusve paciscentium pendet. Quare, 56
cum Summum Aerarium actori ulterio=
rem hujus locationis conductionis
durationem enunciaverit, Salisque depositorium,
cujus habendi conservandique gratia Sum=
mum Aerarium fundum, cui istud
Salis depositorium insistebat, ab
actore pro annuo censu conducebat,
diruerit, fundum vero, cui hoc Salis
depositorium insistebat, libere
dispositioni liberoque usui acto=
ris restituerit, cessavit locatio
conductio, simulque cessavit ratio
solvendi actori quaestionis annui
census, cujus solvendi ratio haec
fuit, quod actor, quousque Salis
depositorium existebat, usum fun=
di, cui istud Salis depositorium
insistebat, facere, easque, quas
hic fundus ~~utilitates~~ praebere po=
test, utilitates inde percipere, impeditus
fuerit. Cessavit ergo et jus actoris
exigendi a Summo Aerario solutio=
nem census inactionati. — Ast
Relate ad 1um Ista declaratio, sub A. adjacens,
a Sophia de Comitibus Krasińskie Principe Lu=
bomirska exigebatur per Excelsum Ho=
rum regnorum Gubernium nomine Sum=
mi Aerarii medio mandati ab eodem Ex=
celso Gubernio Directori cocturarum Sali=
narium L. Baroni a Sternbach die 11. Julii
1775 dato, Exceptioni sub No 7. allegato, in
quo

Nunquam solum et unicum fundamentum petitionis actoris juris prae= tendendi census quaestionis

utilitates

Principis Lu= bomirska

tradendorum bonorum camera= lium Medyka in res= cum actori. Sessionem

in quo in puncto g. eidem L. Baroni de Sternberg injungitur, ut ab eadem Dpē Lubomirska intuitu quaestionis salis Depositorii talem exigat declarationem, (: nunc annexam :) vi cujus eadem Dpsā Lubomirska, erga solvendum ipsi a Summo Aerario quovis anno perpetuis temporibus (: [illegible] :) eundem, sicut antea, censum 804 fl. pol. ad sustentandum quaestionis salis depositorium se obligaret. ~~Idque igitur [illegible] Excelsi Forum Regnorum Gubernii [illegible]~~

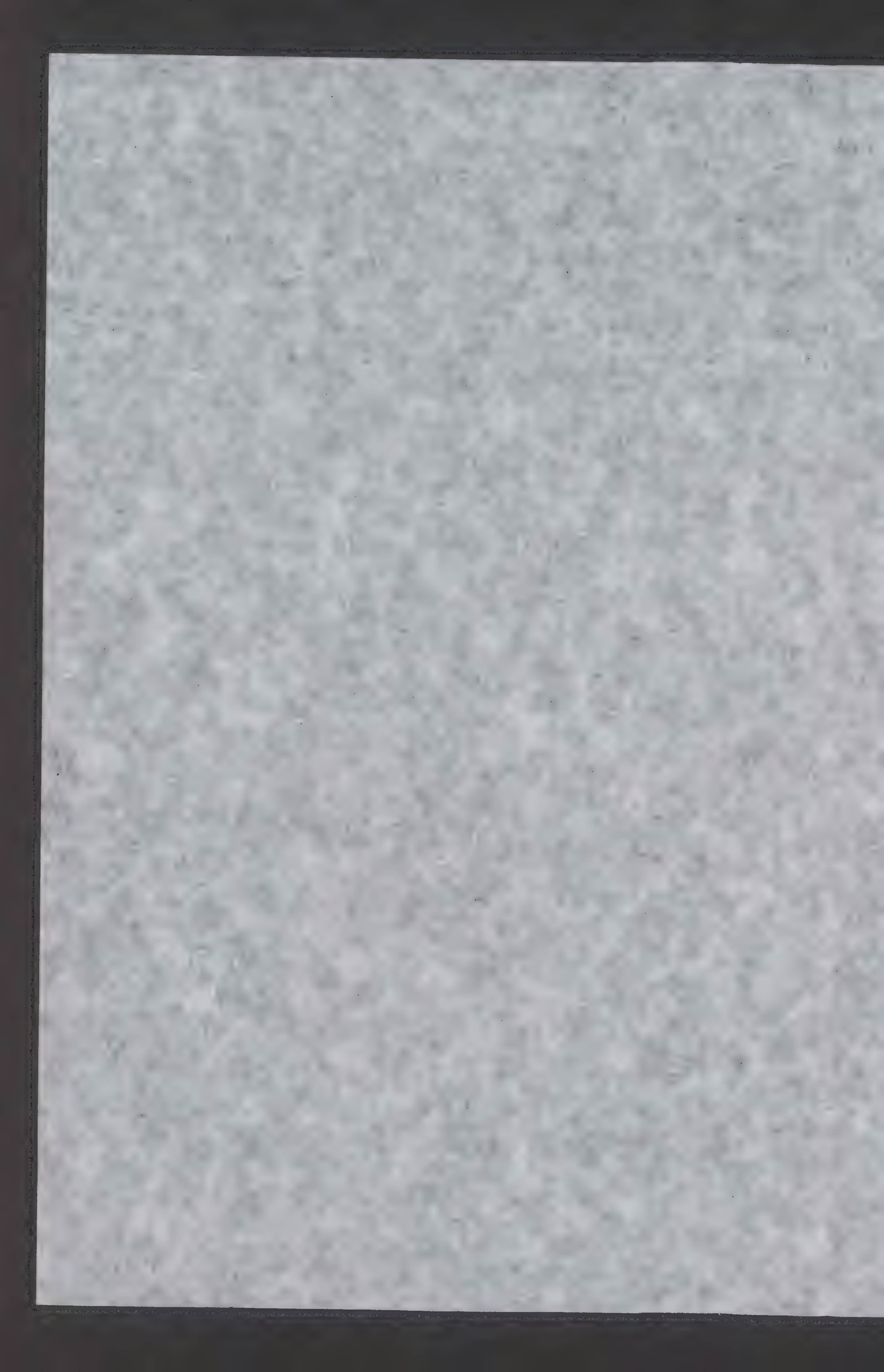
~~Praeclusione igitur juris~~

Reservatione igitur juris, exigendi ab altissimo Aerario perpetuis temporibus solutionem quaestionis annui census 804 fl. pol. per haeredes praefatae Dpsis Lubomirska, in declaratione eorum, sub A. allegatae, inserta, nonnisi promissio, Excelso Forum Regnorum Gubernio nomine Summi Aerarii in Mandato ejus, Exceptioni sub No. 7. adjacente, facta, acceptata habetur. His stantibus in fundate sustinet fiscus regius, reservationem juris, exigendi a Summo Aerario perpetuis temporibus solutionem inactionati census annui 804 fl. pol. esse solummodo unilateralem haeredum Lubomirskianorum voluntatis actum, a Summo Aerario nunquam acceptatum: haec enim

Solvendi eidem Dpsae Lubomirska omnibusque futuris [illegible] dominis, perpetuis temporibus quaestionis annui census 804 fl. pol. ab aerario.

zwolnienie dla
kuśnierza, który
przeprowadził się z Medyki
do Małkowic

(1851)



(No 315.)

1831

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Entlaßschein

Von Seiten der Grundobrigkeit Medyka Przemysler Kreises wird auf Ansuchen des in Torki sub Conscriptions No 58 ansäßigen Unterthans Ilko Kuczerepa, welcher hierorts seine Wirthschaft verkauft hat, und zu seinem vorigen Geburtsorte Maćkowice mit seinem Weibe Maria und zweyen Kindern, Onufry und Eva; zurückkehren will; gegenwärtiger Entlaßschein mit dem Bemerken ertheilt, daß obbenannter Unterthan von der hierortigen grundobrigkeitlichen Pflicht gänzlich entlassen sei, und man auf ihn und dessen Familie keinen Anspruch mehr nehmen werde. —

Medyka am 21ten Maj 1831. —

[illegible] Dom. Regr.

[illegible] Dominium Medyka [illegible] Stanowe [illegible] et [illegible]

[illegible]





Kuczerepa Ilko Isztuti



16.14

([illegible] XVIII - [illegible])



Kupno gruntu w Torkach od
Zawałkiewicza przez Gw. Pawl.
18[illegible].

Kontrakt kupna i Sprzedaży

Między Jaśnie Wielmożnym Gwalbertem Józefem dwojga imion Pawlikowskim Panem Dziedzicznym Starostwa Medyckiego jako kupicielem z jednej, a Wielmożnym Sewerynem Zawałkiewiczem o kupno i sprzedaż dworku i gruntu pod N: Kons. 57. we wsi Torkach sytuowanego, a kontraktem kupna i sprzedaży pod dniem 21. Sierpnia 838 od małżonków Franciszki z Krasnodębskich i Jana Medyńskich prawnie nabytego, z drugiej strony, w następujących punktach zawarty:

1° Wielmożny Seweryn Zawałkiewicz sprzedaje Jaśnie Wielmożnemu Gwalbertowi Józefowi Pawlikowskiemu powyższą realność swoję we wsi Torkach pod N: Kons. 57 sytuowaną, z gruntu, ogrodów podług urbaryalnego wymiaru Morgów Trzydzieści Ośm 11 sążni 610 w sobie zawierających, tudzież budynków mieszkalnych i ekonomicznych składającą się, nic sobie z tego ani sukcesorom swoim nie ekscypując, za Summę dobrowolnie ugodzoną Złotych Reńskich Jeden Tysiąc Czterysta Dziesięć; – którą Summę zaraz w całości Jaśnie Wielmożny Gwalbert Józef Pawlikowski do rąk Sprzedający wylicza – z tej Wielmożny Seweryn Zawałkiewicz jako akuratnie odebranej kwituje, i realność rzeczoną w fizyczne posiadanie bez długów oddaje.

2° Prawa wszystkie jakie Wielmożny Sprzedawca od JMci Państwa Jana i Franciszki z Krasnodębskich Medyńskich co do tej realności kontraktem kupna i sprzedaży nabył w Ręce Jaśnie Wielmożnego Kupiciela jako już właściciela tej realności i Gruntu Rola Aleksandrowa zwanego oddaje i wszelkich pretensyj do onej realności w swojem i Sukcessorów swoich

imieniu

imieniu zrzeka się i kontrakt ten i w nim zawarte punkta obydwie strony akceptują, własnoręcznie przy uproszonych dwóch świadkach, którym, ani ich Sukcessorom podpisy nie szkodzić niemają - podpisują, i w księdze Gruntowej Torskiej Tho I. intabulować pozwalają. - Dan w Medyce dnia 21 Sierpnia 1838. —

Severin Zawalkiewicz

Pawlikowski

Jako proszony świadek

Tadeusz Karporski

Johann [illegible]

Hocce Documentum in Ingrossationum Libris domi. Tom. I pag. 630 et 631. posilio 279 in scriptum esse testor. —

Dominium Medyka

die 5ta Junius 1839.

Lehner

Judex polit. [illegible]

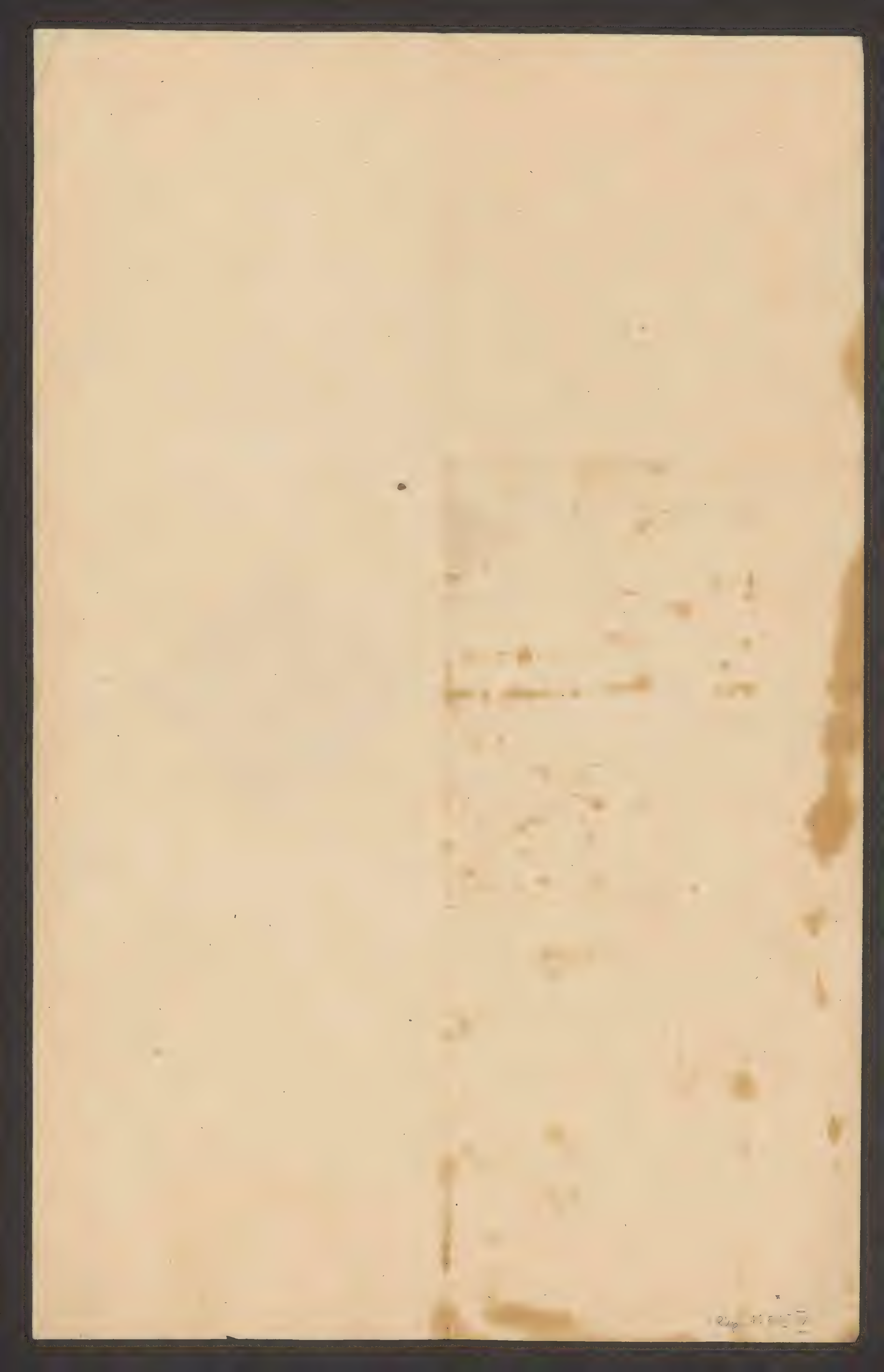
suir

ite,

ro kiiz,

ffle,

n-



№ 72

Kommissyja Medyka 1846

61

Ugoda dobrowolna

Uzamiane gróntów między Państwem grontowym Medyki a niektoremi Poddanemi tegoż Wsi zawarta. – [illegible] pospolnieni Poddani posiadając grónta pomiędzy Dworskiemi Łanami porozrzucane, dla wspólnej dogodności [illegible] ze korzyści, do zamiany [illegible] przystępują [illegible] ko 18:

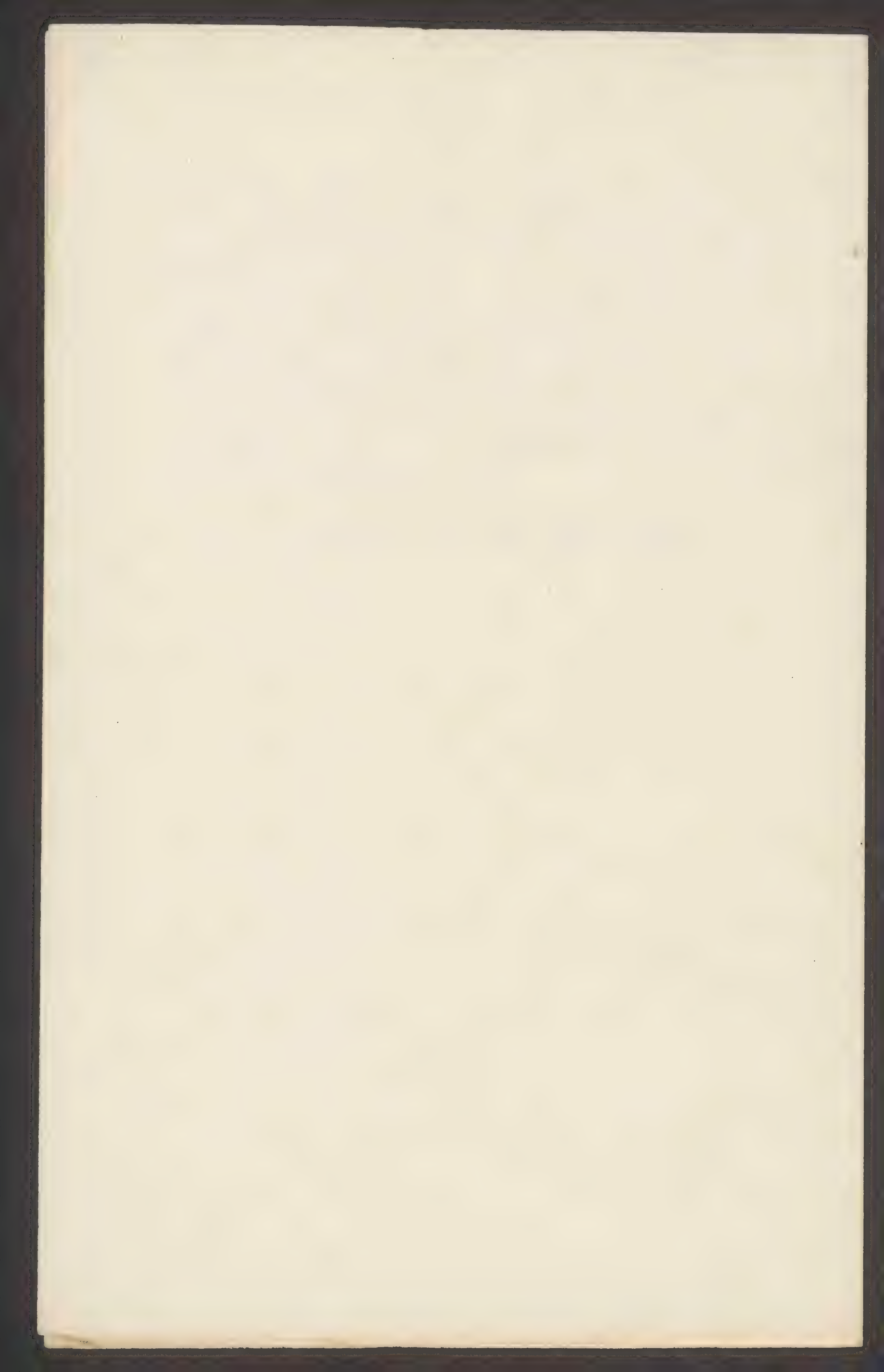
1. Rauch Mechel odstępuje rustykalny Grónt pod N[rem] Topogra: nowym 5365 i 5368 w objętości 2 Morgi [illegible] Sązni a natomiast [illegible] [illegible] z Łanu Dworskiego pod N[rem] Topogra: nowym 1070 i 1071 w objętości płaszczyzny [illegible] Morgi [illegible] □ Sązni.
2. Denega Piotr odstępuje Grónt rustykalny pod N[rem] Topogra: nowym 5366 i 5374 w objętości 1 Morg [illegible] □ Sązni a natomiast [illegible] z Gróntu Dworskiego pod N[rem] Topogra: nowym 1070 i 1071 w objętości płaszczyzny 1 Morg [illegible] □ Sązni.
3. Krasinski Olexa odstępuje Grónt rustykalny pod N[rem] Topograficznym nowym 5369 i 5370 w objętości 1 Morg 1033 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N[rem] Topograficznym nowym 1070 i 1071 w objętości płaszczyzny 1 Morg 696 □ Sązni.
4. Nowakowski Jan odstępuje Grónt rustykalny pod N[rem] Topogra: nowym 5372 w objętości 1428 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N[rem] Topogra: nowym [illegible] w objętości płaszczyzny 1 Morg [illegible] □ Sązni.
5. Skolarczyk Jan odstępuje Grónt rustykalny pod N[rem] Topograficznym nowym [illegible] w objętości 1428 □ Sązni a natomiast dostaje z Gróntu Dworskiego pod N[rem] Topogra: nowym [illegible] w objętości płaszczyzny 1 Morg 225 □ Sązni.
6. Krypiak Misko odstępuje Grónt rustykalny pod N[rem] Topograficznym nowym 5373 w objętości 1428 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N[rem] Topogra: nowym 5376 w objętości płaszczyzny 1 Morg 225 □ Sązni.
7. Michaiło Fedko odstępuje Grónt rustykalny pod N[rem] Topo: nowym 5374 w objętości 1428 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N[rem] Topogra. nowym 5376 w objętości płaszczyzny 1 Morg 225 □ Sązni.
8. Nowakowski Jasko odstępuje Grónt rustykalny pod N[rem] topograficznym nowym 5371 w objętości 1430 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N[rem] Topogra: nowym 5376 w objętości płaszczyzny 1 Morgi [illegible] □ Sązni.

9. Surowiec Hrynko odstępuje Grunt rustykalny pod № To-pogra: nowym 5363 w obszerności 1320 □ Sążni; a dostaje natomiast z Łanu Dworskiego pod № Topogra. nowym 5376 w obszerności pta-szczyzny 2 Morgi 53 □ Sążni.

10. Kędzierske Jasko odstępuje Grunt rustykalny pod № Topo: nowym 5358 i 5359 w obszerności 3 Morgi 1080 □ Sążni a natomiast dostaje z Łanu Dworskiego pod № Topogra: nowym 5376 w tey samey obszerności 3 Morgi 1080 □ Sążni.

Która to ugoda jednobrzmiąca na mocy rozporządzenia C: K. Urzędu Cyrkułowego z dnia 10. Stycznia 846 L: 19921 i Dekretu wysokich c. k. Rządów krajowych z dnia 21 Listopada 845 do L: 71333 na ręce ułożona od obuch stron i przytomnych Swiadków podpisaną została.

Medyka dnia 20. Maja 846.



№ 72

30 KR.

Ugoda dobrowolna

[illegible] gruntowym [illegible] a mniejszemi [illegible] posiadającymi [illegible] po [illegible] w [illegible] pod [illegible] ... [illegible] przystąpili, jako to:

1. [illegible] Michał odstępuje rustykalny Grunt pod N[ro] Topo: nowym 5365, 5368 w objętości 2 morgi 1200 □ sążni a nato- miast dostaje z Łanu Dworskiego pod N[ro] Topogra: nowym 1090 – 1091 w objętości płaszczyzny 2 morgi 1052 □ sążni.
2. [illegible] odstępuje grunt rustykalny pod N[ro] Topogra: nowym 5364 i 5366 w objętości 1 morg 603 □ sążni a natomiast dostaje z Łanu Dworskiego pod N[ro] Topogra: nowym 1090 i 1091 w objętości płaszczyzny 1 morg 640 □ sążni.
3. Krzeszowski [illegible] odstępuje Grunt rustykalny pod N[ro] Topogra: nowym 5369 i 5370 w objętości 1 morg 630 □ sążni, a nato- miast dostaje z Łanu Dworskiego pod N[ro] Topogra: nowym 1090 – 1091 w objętości płaszczyzny 1 morg 650 □ sążni.
4. Nowakowski Jan odstępuje Grunt rustykalny pod N[ro] Topogra: nowym 5372 w objętości 1328 □ sążni a natomiast dostaje z Łanu Dworskiego pod N[ro] Topogra: nowym 5376 w objętości płaszczyzny 1 morg 225 □ sążni.
5. Kotarczyk Jan odstępuje Grunt rustykalny pod N[ro] Topo: gra: nowym 5372 w objętości 1418 □ sążni a dostaje nato- miast z Łanu Dworskiego pod N[ro] Topogra: nowym 5377 w objętości płaszczyzny 1. Morg 225 □ sążni.
6. Krypiak Maciej odstępuje Grunt rustykalny pod N[ro] Topo: nowym 5373 w objętości 1428 □ Sążni a natomiast dosta- je z Łanu Dworskiego pod N[ro] Topogra: nowym 5377 w

j. obiętosci płaszczyzny 1 Morg 225 □ Sązni. —

7. Michaito Fedko odstępuje Grónt rustykalny pod N=em Topo: graficznym nowym 5374 w objętosci 1428 □ Sązni – a nato„ miast dostaje z Łanu Dworskiego pod N=em Topogra: nowym 5376 w objętosci płaszczyzny 1 Morg 225 □ Sązni. —

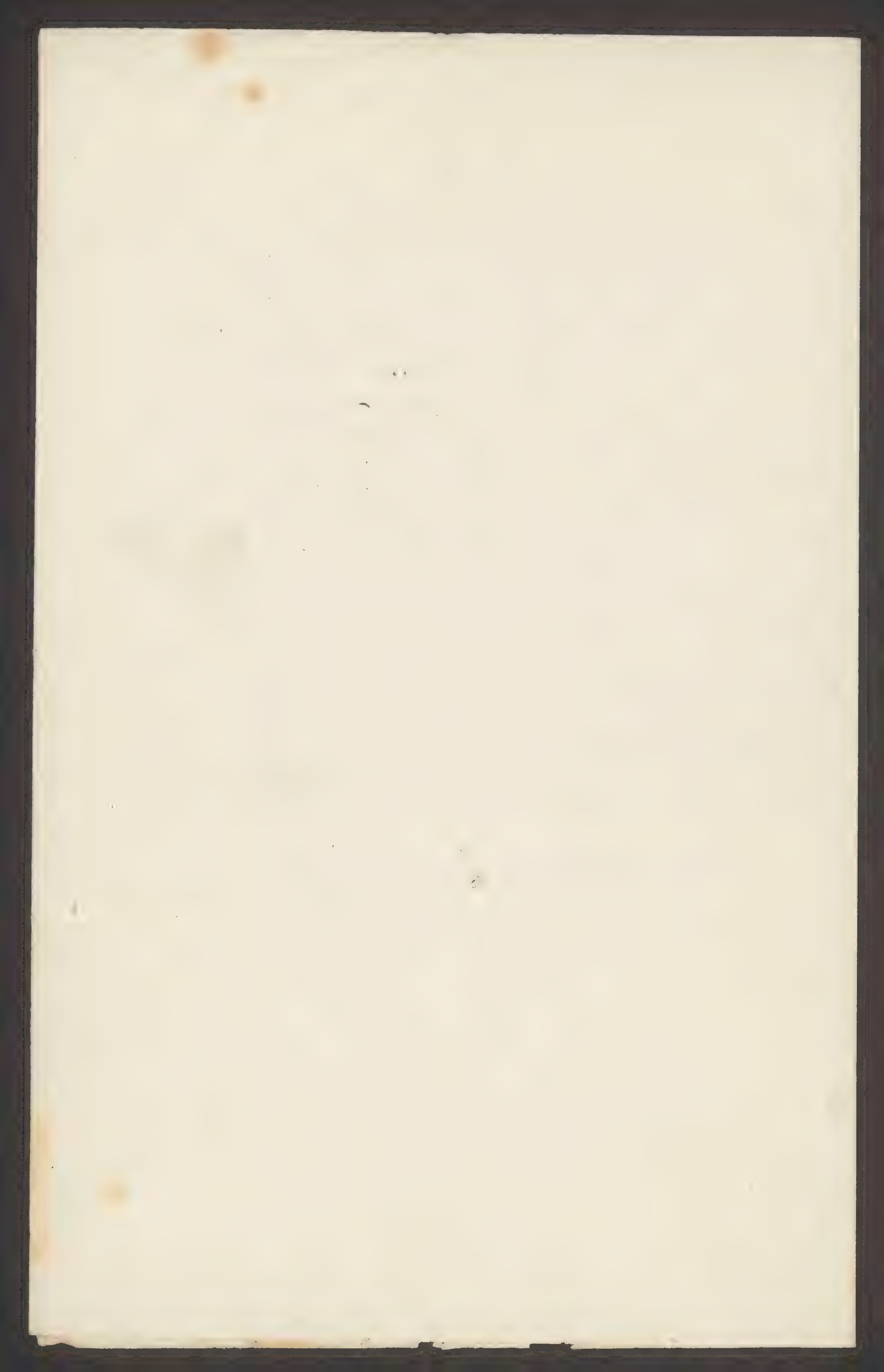
8. Nowakowski Jaśko odstępuje Grónt rustykalny pod N=em Topogra: nowym 5361 w objętosci 1320 □ Sązni. a natomiast dostaie z Łanu Dworskiego pod N=em Topogra: nowym 5376 w objętosci płaszczyzny 2 Morgi 53 □ Sązni. —

9. Iwanicz Hrynko odstępuje Grónt rustykalny pod N=em Topo„ graficznym nowym 5363 w objętosci 1320 □ Sązni – a nato= miast dostaje z Łanu Dworskiego pod N=em Topogra: nowym 5376 w objętosci płaszczyzny 2 Morgi 53 □ Sązni

10. Kędzierski Jaśko odstępuje Grónt rustykalny pod N=em Topo„ grafi: nowym 5358 i 5359 w Objętosci 3 Morgi 1080 □ Sązni a natomiast dostaje z Łanu Dworskiego pod N=em Topogra. nowym 5376 w tey samey objętosci 3 Morgi 1080 □ Sązni.

Która to ugoda jednobrzmiąca na mocy rozporządze„ nia c.k. Urzędu Cyrkułowego z dnia 10 Stycznia 846 L: 19921 i Dekretu wysokich c.k. Rządów Krajowych z dnia 21 Listopada 845 do L: 71333 na trzy ręce uto„ zona od obuch stron i przytomnych swiadków pod„ pisaną zostata. —

Medyka dnia 20 Maja 846.



k.k. Kreisbehörde Prze-
mysl dd 10 Decbr 854 –
№ 12328. wegen Beischaff-
ung der Communications
Brücke in Medyka, und
Herstellung der Schleißbrü-
cke durch das k.k. Militair
auf Kosten der Herrschaft.

№ 240.

Euer Exzellenz!

~~Hohe k.k. Statthalterschaft~~!

Nach einer Reihe das Ei-
genthumsrecht der Be-
sitzerin zu Medyka
beeinträchtigenden Anordnun-
gen der Löbl. k.k. Kreis-
behörde in Premysl, –
erfolgte von Löblichselber
der sub ./. anruhenden
Auftrag vom 10 l. M.
№ 12328, der der Guts-
herrschaft einen neuen
Zuschlags bauen auferlegt,
welche wider und über

Vorschläge selbst, oder Fest=
zurückschiebung, hinlängli=
gen der unbedingten Noth=
wendigkeit hergeleitet
werden kann.—

Die Löbl. k.k. Kreisbehör=
de hat mit Übergehung
der durch Seine Majestät
ausgesprochenen Gleich=
berechtigung und gleicher
Reglementirung, das
Gut Medyka zum Stift=
blatte rückerkennen und
belastet es mit Forderun=
gen, fordert dasselbe ei=
ne executorische Selbst=
wirthschaft ohne einmal
abzuwarten ein, und
beraubt die Gutsherrschaft
hiedurch mit einem
großen Schaden—

Übergriffen

Umgewandelte Schafställe u. Wirthschaftsgebäude in Ärarial Stallungen u. Depots

dann ungeachtet aller ge-
machten Vorstellungen, und
für das allerhöchste Aerar
zur Unterbringung des
Untersuchungs Gerichts
gemachten vortheilhaf-
ten Antrags, – wurden
die herrschaftlichen Ge=
bäude zum Militair
Filial Spitale adoptirt,
wobei ohne einer Veranlassung
rücksichtslos mit schonen=
der Beeilung die Mö=
beln, Bilder, Spiegel, Tisch
und Glasgeschirr hinaus
geschafft wurden, ~~wobei~~ wodurch
von sehr namhafter Scha-
den erfolgten, – gleich-
zeitig wurde ohne einer
gründlichen Rücksicht
auf Zimmermalereien
und Tapezirten, die

Unglücklichen hergenom-
men, gute herrschaftliche
Öfen eingerissen, gemein-
artige angebaut, Thüren
zugemauert, eiserne Küchen-
herde eingerissen, Kessel
eingemauert, und das
Schloßgebäude der
Art herunter bestimmt,
daß es den herrschaft-
lichen Zwecken nicht mehr
dienlich seyn, sondern
nach Übernehmen de-
molirt und neu aufge-
baut werden muß. Bei-
nebst alles geschah ohne
einer Inventarmäßigen
Übergabe, ~~[illegible]~~
~~[illegible]~~ ohne einer dießjähri-
gen [illegible] Mitwissenheit,
welches [illegible] [illegible]-

2.

nöthig bis jetzt vor-
gesehen hätten —

Wir führen aber über die
im Jahre 845 neu erbauten
Schloßmühlenbrücke, wel-
che zu keinen Communications
Zwecke dient, alle schwe-
ren Lasten, als Ziegel
Steine, Kalk, Holzmate-
riale, und Schiffsbaum-
holz nebst allen Schiffs
Requisiten eingeführet
würden, und welche 8 Klaf-
ter lange gut gebauten
Brücke, noch lange für
den herrschaftlichen Ge-
brauch dienlich wären —
ist durch Jemanden
von den Comitats Ingenie-
uren dem Löbl. k.k. Kriegs
Commando in Temeswar
als baufällig angestellt

Die ganz allein über
einen schmalen Strom
des Wasserkanals zu
den abseits stehenden
Schiffsgebäuden führt,

diese seit bestehenden
Zeitläufte,

und ohne Vorausgegan-
gener Untersuchung und
gemeinschaftlichen Einver-
nehmen durch das k k
Militair am 13 [illegible]
abgesendet und mittelst
Vorspann und tauglichen
Materials ganz einge-
rissen worden, — ~~und~~ hier
da dieselben bis nun nicht
hergestellt gl. ~~[illegible]~~
die ~~[illegible]~~ Einfahrt von hölzernen
gegen [illegible] geschützt — Gleichzeitig
benützte sich die Löbl.
k k Amtsbehörden aus
Anlaß der Entschädi-
gungs Ansuchen der zu
dieser Einschiffahrt, mit
Erlaß vom 6 [illegible] 1823,
unter Androhung der
Zwangsmittel, der
Vaterherrschaft die Einschif-

† und wobey ~~[illegible]~~
den Materialien 12
in ihrem ganzen ~~[illegible]~~
[illegible] [illegible]
eingebracht wurden.

Den Erfolgen [illegible]

aufforderung aufzudrin-
gen, und dieselben zur
Ausgleichung ihrer Arbeits-
ohne und Mobilien
zu zwingen, – ~~welche~~
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~.

wogegen die Güter-
Verwaltung die Vor-
stellung machte, wel-
che bis zu nun nicht
verlandigt wurde –

Bei diesen die Guts-
herrschaft neuerlich
bedrückenden Zuständen,
unterstützet die Löbl.
k.k. Kreisbehörde

a. die Zahlung der für die
der Gutsherrschaft ganz und
gar unnöthigen, ~~[illegible]~~
nachtheiligen Umstaltun-
gen der herrschaftlichen
Wohngebäude

b. die Zahlung für die Auf-
bauung der neuen Brück-
wohnung) die bezahlenden [illegible]
nigen von Tischlerarbeit

schönen Bürgerhauses
gänzlich verwüstet würde,
der Gutsherrschaft noch
eigenmächtig Erhebung aufzu-
zudringen, und

c. weder die Übergabe
der Gebäude Inventar-
mäßig bestättigen, noch
über den Miethzins
das Erforderliche mitzutheilen.

Trottoirs

beiliegenden auch Punct des Erlasses vom 10. l. M. Z. 12328 und Verbindung in das An-liegen oder Vorstellung die

welche bis an die Chaussee langen

Entschluß verlangt die
Löbl. k.k. Kreisbehörde bei
der obwaltenden Theuer-
zeit [illegible] eine [illegible]
Beschotterung, der in Me-
dyka bestehenden Dorf-
straßen, durch deren
Entbinden die Vorsichtig-
keit, herauszustellen darnach auch die
durch die Herrschaft [illegible], herstellschaften
zu fahren, mit Schonung

3.

~~[illegible]~~ Beizugeben
der Gubernial- und Kreis-
~~verbündlichen~~ [illegible] 68
[illegible] Unterbringung
des Einquartierungs[illegible] ~~[illegible]~~
~~Unterbringung auf Filial~~
~~[illegible]~~ denen zu
Medyka auf 140 Kranken
bezweckten Militair
Filiar Spitaler, hätten
herangezogen werden sollen.
Denn bestehenden Gesetzen
zu folge ist jeder ~~Dorf~~
Grund oder Dominikal Be-
sitzer nur in so weit
als seine Besitzung
reicht und der Strassen
unmittelbar zur Leistung
des Schutzwacht ver-
pflichtet, wie weit es
nun daß die Gutsherrschaft
welche außer der eigenen
Schutzwachtbeiziehung aller
Brücken und Strassen

* für alle 8 Gemeinden

Holzmateriale, ohne Rück-
sicht daß die Gemeinden
Medyka u. Starzawa ei-
gene Waldantheile be-
sitzen,* ~~[illegible]~~ un-
unentgeldlich liefert, —
demnächst mit Vorbehalt
der Aufsicht oder Vor-
stellung in gleiche Mit-
leiden[?] gezogen werden
den säumseligen [?] ~~G~~-
~~[illegible]~~ Dorfs beschieden, von
der Kirchenschwelle [?] die Passage
auszuschottern, wo das alte
hohle Ufer darnächst
~~einen Untergang [?]~~
~~auch an den Schiff[?] be-~~
~~stand finden wird,~~ ~~den~~ einen
Schotter ~~der~~ dem mit Erfolg
bedachten Damm [?]
herum anzunehmen [?].

ärarium warum wird die
hiesigen Pfandschaft, und
die Gemeindewirthschaften be-
stehende Gefälligkeit nicht
in Anspruch genommen. —
Ist denn die Grundherrschaft
wo sie den Überschwemmungs-
fonds einen jährlichen Zinsen
von 7000 flr an Robots
lohn bezieht, wenn auch bemüßi-
get ihre Möglichkeit mit
eigenen Aufopferung zu
stellen, — oder sollen die
öffentlichen Kassen wie
Vorschüsse ständig benützt
werden? —
Dieser vorausgeschickten
Darstellung gemäß,
wagt die Gefertigte
<u>Gemeinde</u> Euer Excellenz
demüthigst zu bitten,
womit nach allen Rück-
sichtnahmen, dieselbe

1° von jeder Vergütung der
für den Wohngebäude vor-
derblichen Verschaltungen,
2° und jeder Vergütung für
die eigenmächtig aufge-
brochenen Brücken —
gänzlich losgesprochen,
wie auch
der Gutsherrschaft
3° der gesetzliche ~~Mietzins~~,
nach Maßgabe des zu-
gefügten Schadens,
gebührende Mietzins
~~ermittelt und festgesetzt~~,
~~festgesetzt~~
~~[illegible]~~, den
4° die Inventarisirung bei
Uebernahme der Wohnge-
bäude eingeräumt, und
5° die Gutsherrschaft von
der augenblicklichen, und
übertragenen Verwaltung
der Gemeinde in ~~[illegible]~~ Ver-
wantwortlichkeit(?) zu [illegible]
den ~~wurde~~, — und für-

4

die Zukunft u. allgemei-
nen mit der gesetzlichen
Schonung u. Billigkeit
behandelt werden.—

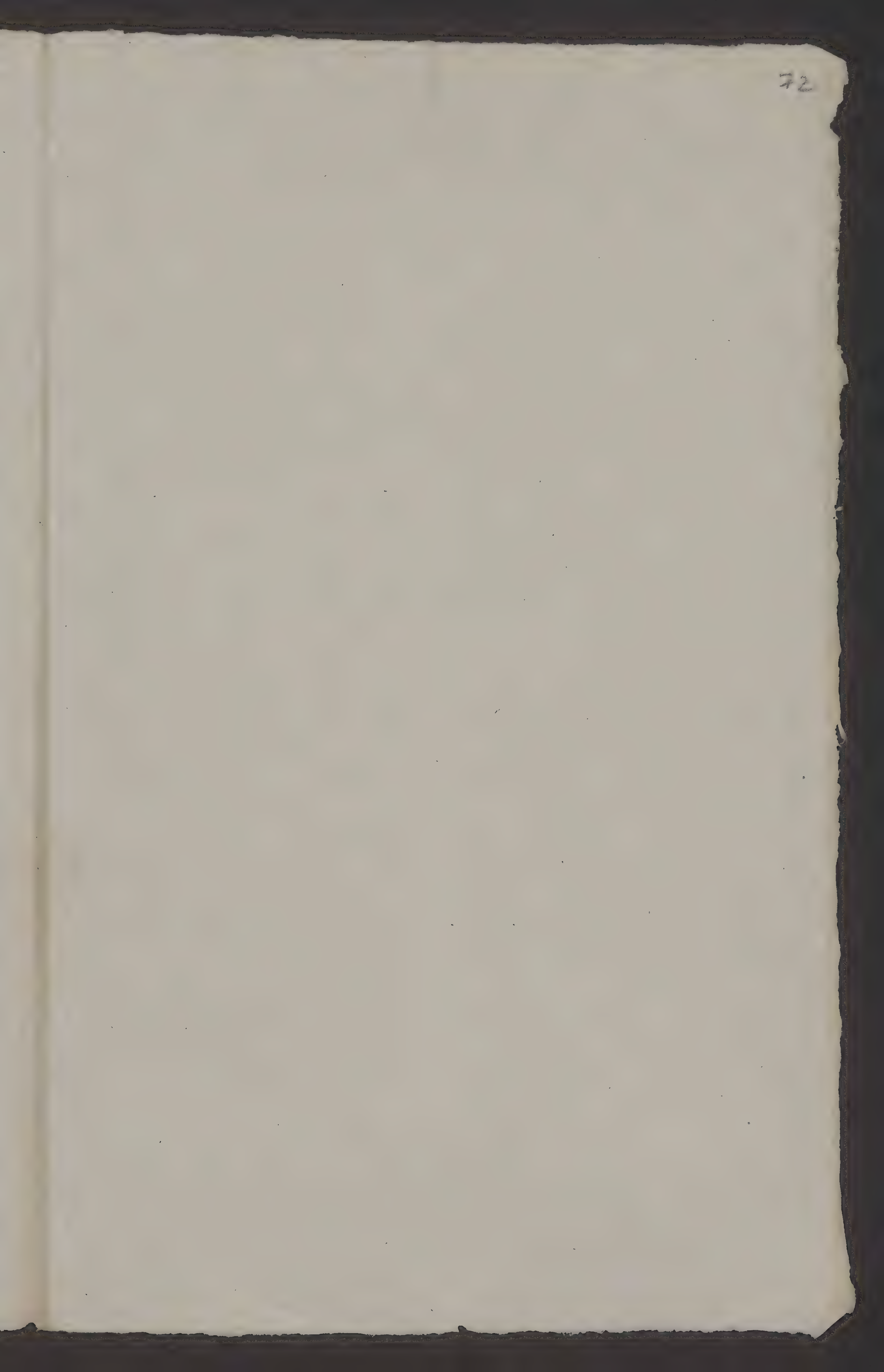
71

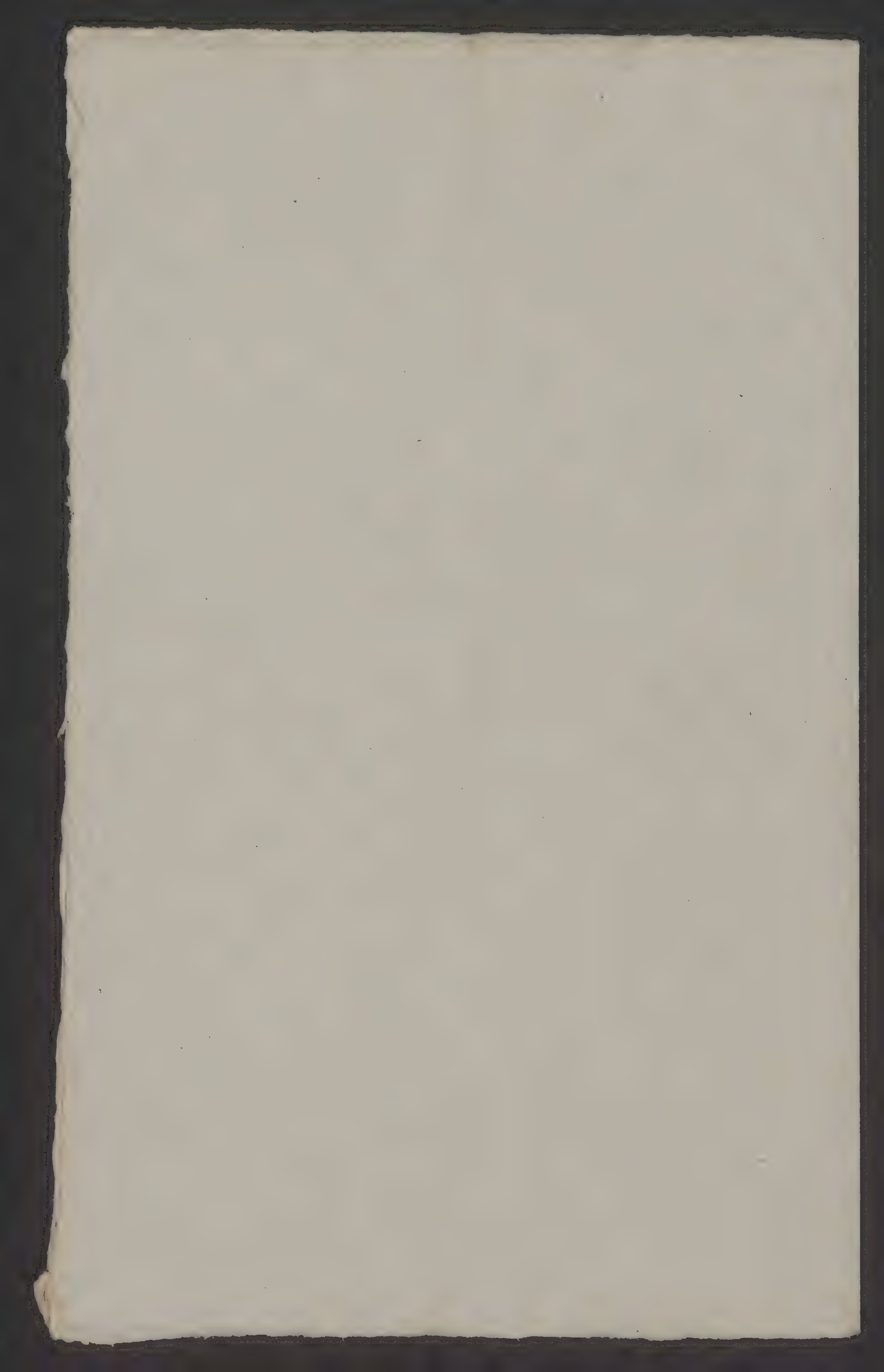
Geruhen Euer Excellenz
die durch den Nachdruck
der Anordnungen her-
beigeführten und diesen
Lage der Gefertigten
hochwürdigst berücksich-
tigend, gegenwärtigen
die allgemeine
Klage, ~~des öffentlich~~
geziemenden Gerechtigkeits
liebe huldreich willfah-
ren zu lassen.—

[illegible]burg am 23t Decbr 85[?]

Hager

A. 240.

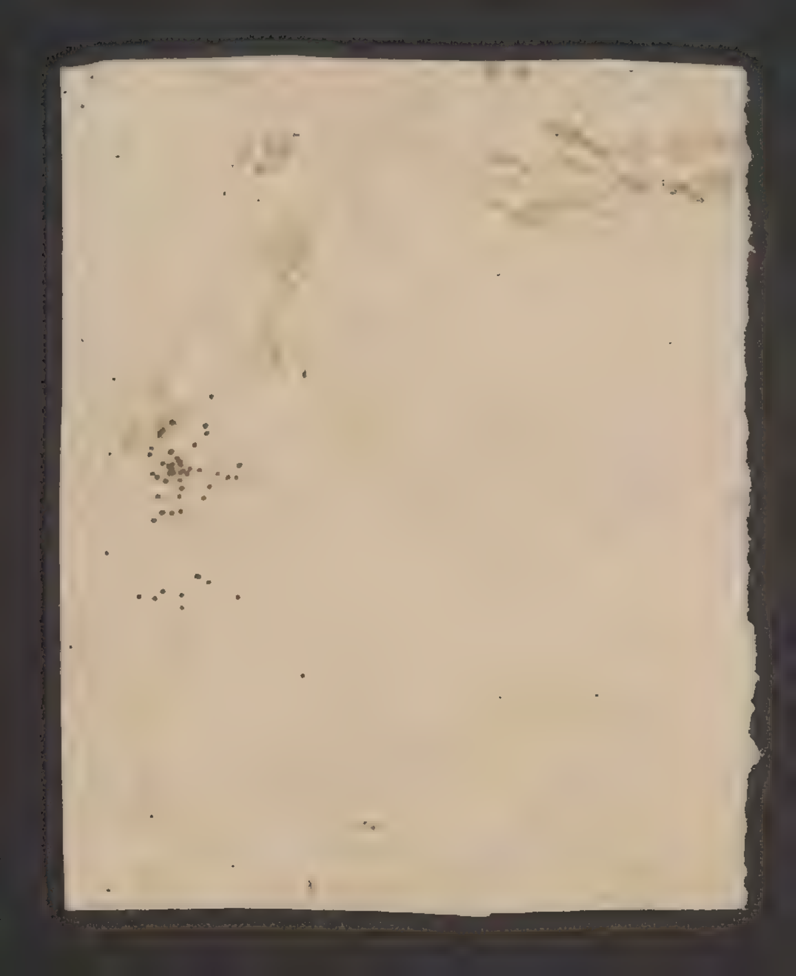


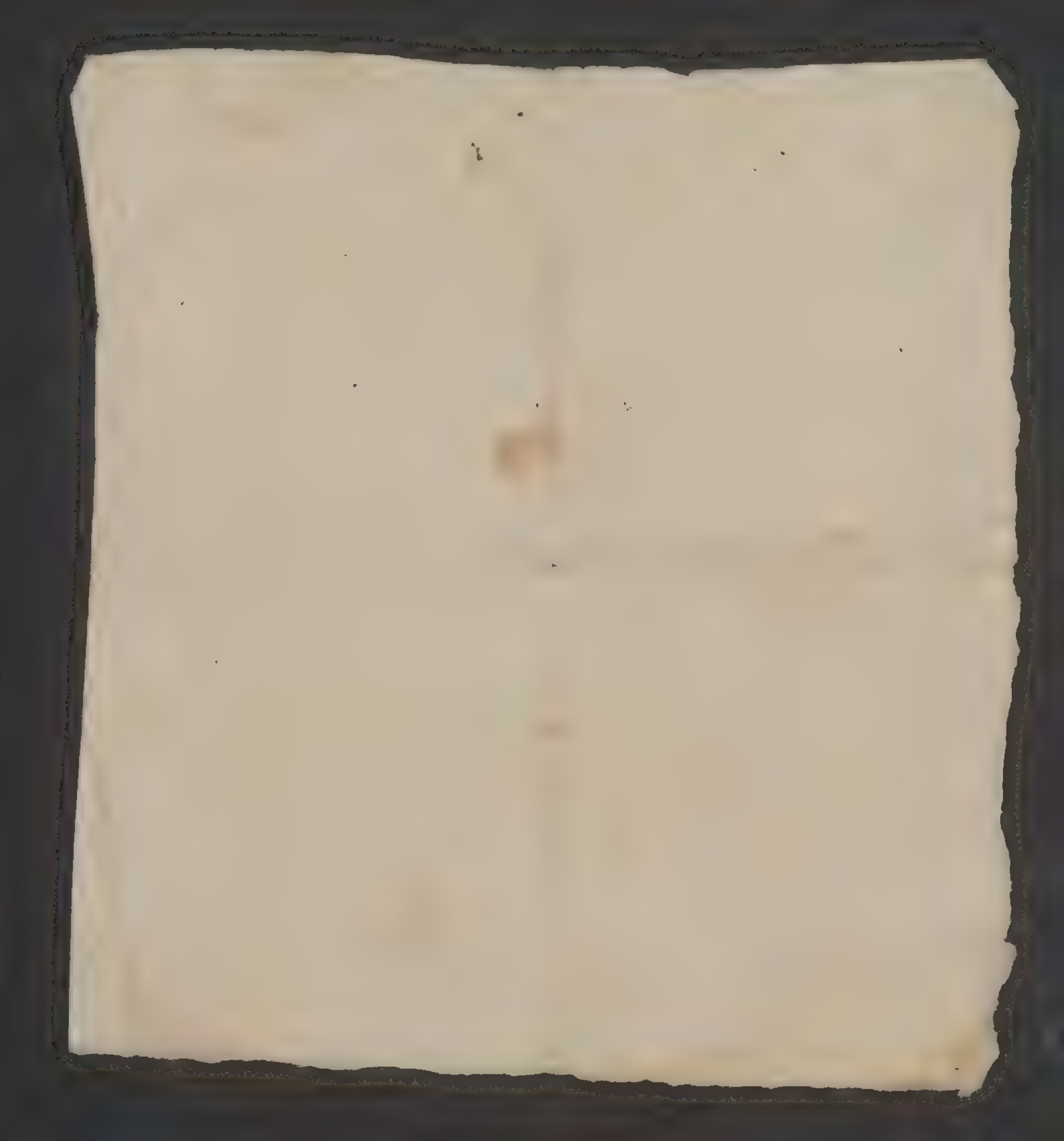


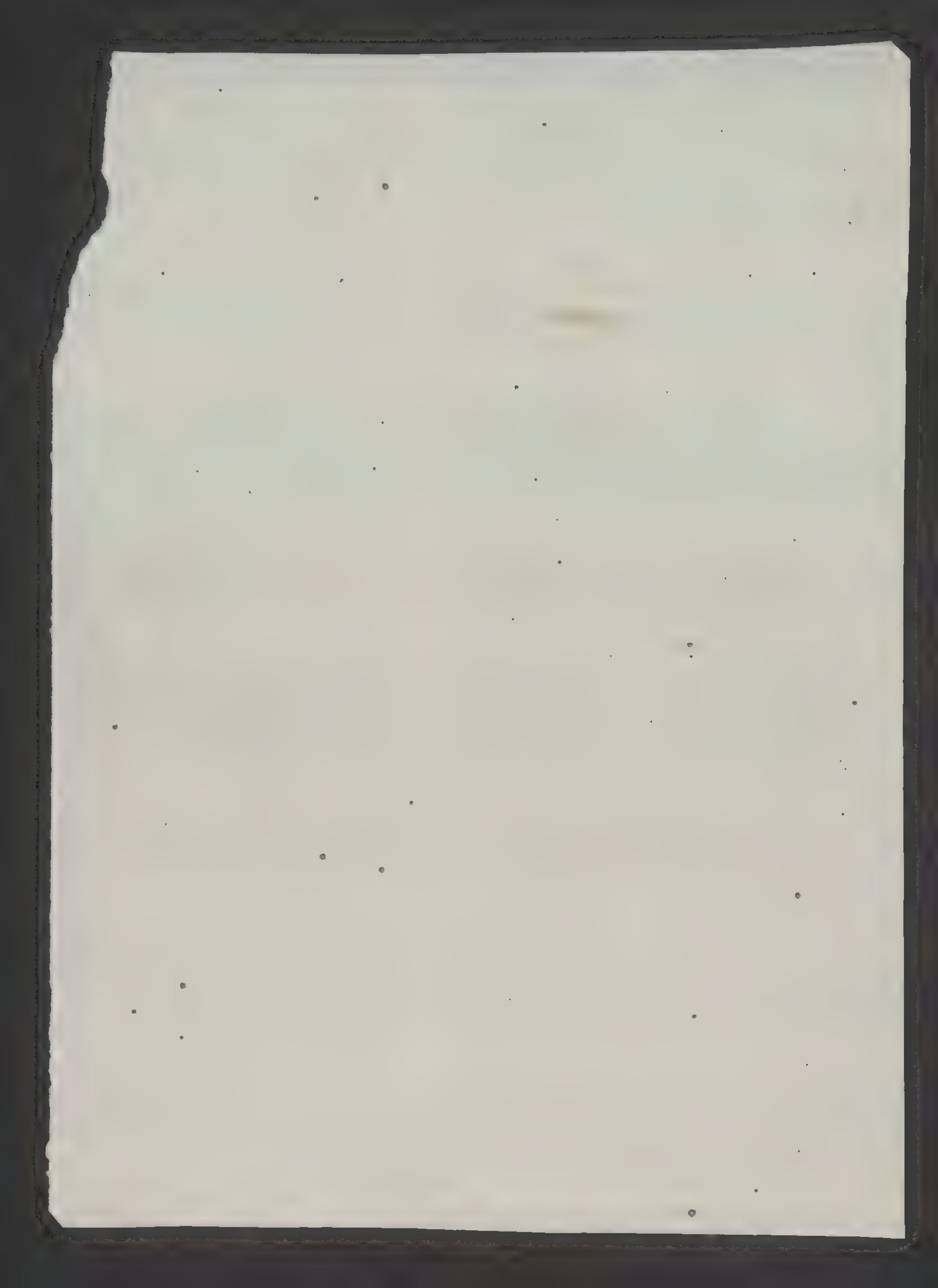
13

Pani Jurewicz!

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]







J. Wielmożny Jmć Pan

[illegible]

[illegible]

[illegible]

[illegible]

do L. 6069/861.

Obwieszczenie.

Ces. kr. uprzyw. kolej galicyjska Karola Ludwika podaje niniejszem do publicznej wiadomości że na przestrzeni tejże kolei między Przemyślem a Lwowem, obejmującej stacye:

Medyka,
Mościska,
Sądowa-Wisznia,
Gródek,
Kamienobród,
Mszana i
Lwów

rozpocznie się dla publiczności:

z dniem 5. listopada b. r. przewóz osób, zaś
z dniem 15. listopada b. r. przewóz cięzarów.

Począwszy od tego czasu odbywać się będzie przyjmowanie podróżnych, przyjmowanie i oddawanie pakunków (tłómoków), przesyłek spiesznych i ciężarów, po wszystkich stacyach wyż wymienionych z wyjątkiem Kamienobrodu, gdzie tylko podróżnych i pakunek takowych przyjmować się będzie.

Dotychczasowy bezpośredni obrót towarów między Przemyślem a Wrocławiem również z dniem 15. listopada b. r. ustaje, a natomiast rozpoczyna się takiż obrót między Wrocławiem a Lwowem.

Wiedeń dnia 20. października 1861.

C. k. uprzyw. kolej galic. Karola Ludwika.

Druck und Papier von Leopold Sommer in Wien.

ad Nr. 6069/861.

Kundmachung.

Die k. k. priv. galizische Carl Ludwig-Bahn bringt zur allgemeinen Kenntniß, daß die Bahnstrecke von Przemyśl bis Lemberg mit den Stationen:

Medyka,
Mościska,
Sądowa-Wisznia,
Gródek,
Kamienobród,
Mszana und
Lemberg

am 5. November l. J. für den Personen-, und
am 15. November l. J. für den Sachen-Transport

dem öffentlichen Verkehre übergeben werden wird.

Von diesen Tagen angefangen findet die Aufnahme von Personen, die Auf- und Abgabe von Gepäck, Eilgütern und Frachten in allen den genannten Stationen — mit alleiniger Ausnahme von Kamienobród, welche blos für die Personen- und Gepäcks-Aufnahme bestimmt ist — statt.

Ebenso wird der bisherige directe Vereinsgüter-Verkehr zwischen Przemyśl und Breslau am 15. November l. J. aufgehoben, und es tritt von diesem Tage ein solcher zwischen Lemberg und Breslau ins Leben.

Wien, am 20. October 1861.

K. k. priv. galiz. Carl Ludwig-Bahn.

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do L. 6069/861.

Obwieszczenie.

Ces. kr. uprzyw. kolej galicyjska Karola Ludwika podaje niniejszem do publicznej wiadomości że na przestrzeni tejże kolei między Przemyślem a Lwowem, obejmującej stacye:

Medyka,
Mościska,
Sądowa-Wisznia,
Gródek,
Kamienobród,
Mszana i
Lwów

rozpocznie się dla publiczności:

z dniem 5. listopada b. r. przewóz osób, zaś
z dniem 15. listopada b. r. przewóz ciężarów.

Począwszy od tego czasu odbywać się będzie przyjmowanie podróżnych, przyjmowanie i oddawanie pakunków (tłomoków), przesyłek spiesznych i ciężarów, po wszystkich stacyach wyż wymienionych z wyjątkiem Kamienobrodu, gdzie tylko podróżnych i pakunek takowych przyjmować się będzie.

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Wiedeń dnia 20. października 1861.

C. k. uprzyw. kolej galic. Karola Ludwika.

20.10.1861. Obwieszczenie kolejowe (dot. linii Medyka?)

ad Z. 6069/861.

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